

# Collective Agreement

Between

ICS Courier  
A division of Information Communication  
Services (ICS) Inc.

and

Communications, Energy and Paperworkers  
Union of Canada

**Local 333**

Bargaining Units 333-37  
BARRIE

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and to maintain collective bargaining relations between the Company and the employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

The parties hereto recognize their mutual interest and responsibility for the successful operation of the Company, and agree it is the duty of the employer and the employees to promote at all times the progress of the Company by co-operating to the fullest extent in all matters having to do with the successful operations of the Company.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Company recognizes the Union as the sole collective bargaining agent for all employees of the Company classified as follows:

**333-35** – All employees of the Company in the City of Stoney Creek, Ontario, excluding Supervisors and those above the rank of Supervisor.

**333-36** – All employees of the Company in the City of Cambridge, Ontario, excluding Supervisors and those above the rank of Supervisor.

**333-37** – All employees of the Company in the City of Barrie, Ontario, excluding Supervisors and those above the rank of Supervisor.

Each of the above named bargaining units shall be deemed to be a separate bargaining unit and there shall be deemed to be a separate collective agreement for each bargaining unit.

- 2.02 Employees excluded from the Bargaining Unit shall not perform work normally performed by employees in the Bargaining

Unit to the extent that performance of such work directly results in the layoff or reduction of the employee's regular scheduled shift.

2.03 The word "Employee" or "Employees" wherever read in this Agreement shall mean any and all employees in the Bargaining Unit as defined above, except where the context otherwise provides.

#### 2.05 Casual Pool & Temporary Agency Employees

It is understood that the Company may require the use of a casual pool to ensure the completion of required work in order to meet the service needs of its customers. No casual pool employee will be used to deprive a regular employee of work, resulting in a layoff.

Casual pool employees will be used for the following purposes only:

1. Replacement of employees who are absent due to vacation, illness, injury, WSIB, bereavement, jury duty, or excused absence.
2. Replacement of employees who are on leave of absence, maternity leave, compassionate leave, Union leave, etc.
3. Short term extra staffing needs not known to exceed 30 days.
4. Emergency conditions (i.e. postal strike)

Casual employees shall progress on the wage schedule based on the formula that twenty (20) days worked equals one month.

The Company will continue to remit union dues in the form currently in use, including names and addresses of Casual Pool employees.

The Company agrees that the Union may audit monthly the agencies' payment of the proper wage rate as follows:

1. The Union picks two (2) names per agency per month from the dues remission information.
2. The Company will obtain from the agency a payroll summary for that month demonstrating the rate paid ~~and~~ the dues deducted with respect to those persons.
3. The Company will report monthly to the Bargaining Unit Chairperson a record of days each employee is absent and the reason reported by the employee (if any).

The Company has the right to use temporary agency employees for reasons including, peak periods, vacation and leave of absence coverage, emergency situations and high absenteeism. Temporary agency employees shall not be covered under the collective agreement. However, temporary agency employees shall be paid equivalent wage rates as outlined under the collective agreement and the Company shall continue to submit union dues in respect of the use of temporary agency employees.

- 2.06 Where the masculine pronoun is used herein it shall mean and include the feminine pronoun where the context applies.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Company and the Union agree that no employee shall in any manner be discriminated against or coerced, restrained or influenced on account of membership or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

There shall be no discrimination, interference, coercion, harassment, intimidation, action exercised or practiced with respect to an employee by reason of age, race, ancestry, place or origin, colour, creed, political or religious affiliation, gender, pregnancy, physical or emotional disability, sexual orientation, sexual identity, marital status, family status, record of offences, membership or activity in the Union, or exercising any rights under the collective agreement. These prohibited grounds shall

be given the same meaning as they are given in the Canadian Human Rights Act. The Canadian Human Rights Act is incorporated herein and shall form part of this collective agreement.

### 3.02 Anti Harassment Policy

The parties agree that every individual has the right to dignity, respect, and the right to be treated fairly and are committed to ensuring a work environment that is free of discrimination and harassment.

Discrimination and harassment in the workplace by any employee, union representative or customer will not be tolerated.

Harassment is broadly defined as any unsolicited, unwelcome, disrespectful or offensive behaviour that is based on the prohibited grounds of discrimination outlined in the *Canadian Human Rights Act*, including:

Race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, disability and conviction for which a pardon has been granted.

Harassment may be related to any of the discriminatory grounds contained in the Canadian Human Rights Act as described above.

Harassment is defined as one, or a series *of*, hostile, offensive or inappropriate comments or conduct which is known to be unwelcome or which a reasonable person would know to be unwelcome without it being explicitly stated, and is based on one of the prohibited grounds.

Examples of harassment include, but are not limited to, unwanted comments or remarks, jokes, slurs, graffiti, and literature including pictures and posters, depicting people in a negative light based on the prohibited grounds, e.g. racial or religious harassment, age harassment, etc.

Sexual harassment is defined as any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee. or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

Examples of sexual harassment include, but are not limited to:

- An implied or expressed threat of reprisal for refusal to comply with a sexually oriented request;
- A demand for sexual favours in return for (continued) employment or more favourable treatment;
- Unwelcome remarks, jokes, innuendoes, propositions, or taunting about a person's body, attire, sex or sexual orientation;
- Displaying of pornographic or sexist pictures or materials;
- Leering (suggestive persistent staring);
- Physical contact such as touching, patting, or pinching, with an underlying sexual connotation;
- Sexual assault (an offense under the Criminal Code).

## **COMPLAINT PROCEDURE**

If an employee believes they are being harassed:

1. The employee should not ignore the behaviour and should report it.
2. The employee is to tell the individual his/her behaviour is unwelcome and ask him/her to stop. It is a requirement to tell the individual that his/her behaviour is no longer welcome if the employee has previously found the conduct acceptable or participated in the conduct.



3. The employee should keep a record of incidents, dates, times, locations, possible witnesses and their response. Employees do not have to have a record to make a complaint, but a record can strengthen the case and help the employee remember details over time.
4. The employee can make a complaint by reporting the situation to:
  - His/her Supervisor
  - Branch Manager
  - HR Representative
  - Union Representative
5. Once a complaint is received by any of the above management representatives, it will immediately be reported to Human Resources, and it will be kept confidential to the extent possible having regard to the requirement for investigation of the complaint.
6. The complainant and the alleged harasser may both be interviewed along with any individuals who may be able to provide relevant information.
7. If the investigation reveals evidence to support the complaint of harassment, appropriate action will ensue, including disciplinary measures up to and including suspension or dismissal.
8. If the investigation does not reveal evidence to support the complaint of harassment, both parties will be advised and will be required to review and agree understanding of the joint policy.
9. Regardless of the outcome of a harassment complaint made in good faith, the employee lodging the complaint, as well as anyone providing information, will be protected

from any form of retaliation by either co-workers, supervisors, management or union representatives.

Notwithstanding the complaint procedure above, nothing prevents an employee from filing a complaint with the Canadian Human Rights Commission, however the parties agree that complaints filed with the Canadian Human Rights Commission cannot also be the subject of an arbitration hearing and vice versa.

#### **ARTICLE 4 – NO STRIKE OR LOCK OUT**

- 4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievance, there shall be no strikes or lockouts during the term of this Agreement.
- 4.02 The word “strike” and the word “lockout” as used in Article 4.01 shall have the same meaning given to those words in the *Canada Labour Code*.

#### **ARTICLE 5 – UNION SECURITY**

- 5.01 a) All new employees of the bargaining unit shall become members of the Union and shall as a condition of employment remain members in good standing. The Company shall be entitled to hire and shall not be required to terminate a bargaining unit employee whose membership in the Union is refused or terminated by the Union.
- b) The Company, when hiring new employees of the bargaining unit, will have them sign Union membership cards, as provided by the Unit Chairperson. The signed cards will be returned to Local 333 with the Union Dues Listing.
- c) At the time of hiring all new employees of the bargaining unit shall be given a copy of the current collective agreement.

- 5.02 All present employees and all future employees shall, as a condition of employment, be required to authorize the Company in writing to deduct from their wages the amount equal to the regular monthly union dues and an initiation fee.
- 5.03 a) The Company will deduct from all bargaining unit employees, the amount of monthly dues and an initiation fee which the union uniformly levies upon its members in accordance with its Constitution and Local Union By-Laws once each pay period and remit same to the Treasurer of Local 333 not later than the 15th day of the following month. Should the union require any change in the amount of Union dues, the Local Union will advise the Company in writing thirty (30) days prior to the effective date of such change.
- b) The Company shall furnish to the Union:
- On a monthly basis, a list of the names, hourly rate, hours of work and dues of those employees for and on behalf of whom deductions have been made;
  - On a monthly basis, a list of current employees, their addresses and telephone numbers.
  - All present and future employees shall be required to update the Company immediately using a Personal Information Change Form with any change of address or telephone number. The Company will provide copies of these Forms to the Union along with the monthly list of addresses and telephone numbers. The Company shall not be responsible to either the Employee or the Union for any adverse consequences of any kind resulting from the failure of the Employee to provide this information on an up-to-date basis.

The Company agrees to record the annual dues for each employee on his T-4 forms.

## ARTICLE 6 – UNION REPRESENTATION

6.01 The Company acknowledges the right of the Union to appoint or otherwise select from among the employees of the Company a Union Committee comprised of Stewards inclusive of ~~the~~ unit chairperson as follows:

333-35 1 Bargaining Unit Chairperson + 1 Alternate

333-36 1 Bargaining Unit Chairperson + 1 Alternate

333-37 1 Bargaining Unit Chairperson + 1 Alternate

Notwithstanding the above, the Union may appoint one (1) Steward per shift per facility. Each member of this Committee shall have completed his probationary period with the Company and shall be regular employees of the Company during their time in office.

The Company will recognize and bargain with members of this Committee on any matter properly arising on negotiations for the renewal of this Agreement as follows:

333-35 1 member

333-36 1 member

333-37 1 member

The privileges of members of the Union Committee to leave their work is granted on the following conditions:

- a) There will be loss of pay while absent from work. The members of the Union Committee required to leave his/her work for official union business shall have their pay and benefits continued and the Union shall be billed the cost of such pay and benefits on a monthly basis by the Company at the rate of 122.2% of the Employee's regular base hourly rate. The Union shall remit payment to the Company within fifteen (15) days.

6.02 a) The name and jurisdiction of each of the Stewards of the Union Committee from time to time selected shall be given to the employer in writing and the employer shall

not be required to recognize any such steward until it has been notified in writing by the Union of the name and jurisdiction of same.

- b) The Company will supply the Union with the names of supervisors and managerial personnel who have responsibilities relative to the bargaining unit.

6.03 For the purpose of this Agreement the Stewards shall be deemed to be an official of the Union. The parties hereto agree that the Union official occupy positions of leadership and responsibility for the purpose of insuring that this Agreement is faithfully carried out.

6.04 The Steward has regular duties to perform on behalf of the Company and he shall not leave his duties to attend to any Union business or to discuss any grievances without the express prior consent of his immediate Supervisor, or in the absence of such supervisor, the Branch Manager. Such consent will not be unreasonably withheld. The time shall be devoted to prompt handling of necessary Union business. The Company reserves the right to limit such time if it considers the time so taken to be unreasonable.

Where such consent has been granted, the Steward resuming his regular duties will report to his immediate Supervisor, or in his absence to the Branch Manager. In accordance with this understanding the Company agrees to compensate a Steward(s) for his regular scheduled work time spent in servicing grievances of employees up to but excluding arbitration. It is understood that only one (1) Steward, and where applicable, the unit chairperson shall be recognized for purposes of attendance at scheduled grievance meetings with management.

6.05 The Company will provide paid leave to each of the bargaining units in each year of the Collective Agreement for the purpose of attending union business. which is away from the depot as follows:

(333-35)– 2 employee days

(333-36)– 2 employee days

(333-37)– 2 employee days

- 6.06 The maximum number of Employees that can be away from the bargaining unit for official union business at the same time is one (1) each for 333-35, 333-36, 333-37, except for circumstances agreed in advance with the Company. Requests for leave for official union business shall be in writing, at least two (2) weeks in advance and shall be subject to reasonable operational requirements. This limit does not include Stewards dealing with grievances at their own depot.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

- 7.01 The purpose of this Article is to establish a procedure for the settlement of all grievances arising in respect of the interpretation, application, administration or alleged violation of this Agreement. Whenever the term “Grievance Procedure” is used in this Agreement, it shall be considered as including the arbitration procedure.
- 7.02 “Grievance” shall mean a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration, or alleged violation of this Agreement.
- 7.03 It is the mutual desire of the parties hereto that complaints of employees be adjusted as quickly as possible. It is understood that the Supervisor or Branch Manager, as applicable, and the employee, with the assistance of the Steward or Chairperson, as applicable, if desired, will fully explore and attempt to resolve the complaint which must be raised within 3 working days from the date the incident occurred or should have been known by the Grievor. The Supervisor or Branch Manager, as applicable, shall provide a verbal response within 3 working days. It is understood that an employee has no grievance until he has first

given his immediate Supervisor or Branch Manager, as applicable, the opportunity to adjust his complaint.

## **STEP #1**

The grievance shall be referred in writing and presented to the Branch Manager within three (3) working days of the receipt of the Supervisor's verbal decision. The grievance shall identify the facts giving rise to the grievance, the section or sections of the Agreement claimed violated and the relief requested. The grievance shall be signed by the employee and countersigned by the Steward. A meeting will be held within five (5) working days between the Branch Manager or his designate, the Grievor, if requested by the Union, and the Unit Chairperson or his designate. In Toronto, the Branch Manager, the Human Resources Representative, the Chairperson, the Grievor, if requested by the Union, and a Steward will attend the meeting.

Following the meeting, if the Company or Union requires additional information in order to properly answer the grievance the Union or Company agree to make its best efforts to provide this information. The decision of the Branch Manager or his designate shall be delivered to the Union in writing within five (5) working days after such meeting.

## **STEP #2**

Failing satisfactory settlement at Step One, the Union may within five (5) working days request a meeting to be held with the Union Staff Representative, Chairperson and Steward, if applicable, the Grievor if requested by the Union, the Regional Manager or his designate. and the Branch Manager, or designate. Such meeting will be held within ten (10) working days following receipt of the Union's written request. The Regional Manager or designate will provide the Union with a written decision within ten (10) working days after such meeting.

### **STEP #3**

Should a mutually satisfactory conclusion not be reached through the foregoing steps of the Grievance Procedure then the Union may within twenty-one (21) working days from the third step decision, refer the matter to Arbitration as provided in Article 8 hereof. If the request for arbitration is not given within the said twenty – one (21) working day period, the grievance shall be deemed to have been abandoned and all rights to arbitration forfeited.

- 7.04 The Union or the Company may initiate a grievance beginning at Step One of the Grievance procedure. Such grievance shall be filed within two (2) working days of the incident giving rise to the complaint or within two (2) working days of the date that the incident giving rise to the complaint became known to the Union or the Company and shall commence with Step One under the Grievance Procedure. A policy grievance is defined and limited to one which alleges an actual violation of a specific provision of this Agreement affecting the Union as such or the employees as a whole and which could not otherwise be resolved at a lower step of the Grievance Procedure because of the nature and scope of the grievance. Provisions of this paragraph 7.04 shall not be used by the Union to institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the provisions of Article 7 hereof shall not thereby be bypassed.
- 7.05 A claim by an employee who has attained seniority that he has been unjustly suspended or discharged from his employment shall be treated as a grievance if a written statement of such grievance as required in Step One of the Grievance Procedure is lodged with the Company within three (3) working days of his discharge or suspension. All preliminary steps of the grievance prior to Step One will be omitted in such cases.
- 7.06 A complaint or grievance which has been disposed of pursuant to the grievance and/or arbitration provisions of this Agreement,



shall not again be made the subject matter of a complaint or grievance.

- 7.07 The time limits and other procedural requirements set out in Article 7 may be extended by mutual agreement in writing. Any grievance not appealed from one step of the Grievance Procedure to the next within the specified time limit shall be deemed to be abandoned. No matter may be submitted to arbitration which has not properly been carried through all specified previous steps of the Grievance Procedure.

Where a response is not given by a party within the specified time limits in the Grievance Procedure, the other party may submit the grievance to the next step of the Grievance Procedure. Settlement at any step of the Grievance Procedure shall be final and binding upon both parties to this Agreement and upon any employee affected by it.

- 7.08 It is understood that because of the nature of the work done by the members of the bargaining unit, grievance meetings, as discussed in this Article 7, shall normally occur either before or after completion of the normal employee's shift, at a time mutually agreed upon.

It is understood and agreed that for purposes of Article 6 and Article 7 where applicable, Stewards will not be paid overtime pay for any time spent in servicing or dealing with grievances.

## **ARTICLE 8 – ARBITRATION**

- 8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 7 above, and which has not been settled, will be referred to a mutually agreed single Arbitrator, at the written request of either of the parties hereto.

- 8.02 Should the parties be unable to agree upon a single Arbitrator, application will be made to the Minister of Labour to appoint an Arbitrator.
- 8.03 The decision of the Arbitrator shall be final and binding upon the parties hereto and any employee affected by it.
- 8.04 If the Arbitrator finds the grievance to be arbitrable, the Arbitrator shall hear and determine the grievance and shall issue a written decision setting out the reasons for his decision and the findings of fact upon which the decision is based and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.05 The Arbitrator shall not have any power or jurisdiction to alter, change, amend or add to or detract from any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to make any decision inconsistent with the terms of and provisions of this Agreement. nor to deal with any matter not specifically covered by it, nor to deal with any matter not contained in the written grievance filed by the grievor. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8.06 Each of the parties hereto will jointly share the expenses of the Arbitrator.

## **ARTICLE 9 – MANAGEMENT RIGHTS**

- 9.01 The Union recognizes and acknowledges that the management of the business enterprises and its facilities, equipment and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:
- a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time

reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee that has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;

- b) Select, hire and direct the working force and employees; to transfer, assign, promote, retire at age 65, schedule and classify, layoff or recall employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to transfer employees into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives including those set out in Article 1.01 hereof,
- c) Determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the work to be done; the products to be handled, stored or distributed; the standards of performance; whether to perform or contract for products and/or services; the scheduling of work; to pick the number of shifts and adjust same from time to time to subcontract or transfer work; to determine the size or composition of the workforce; the direction of the working forces; to establish, change or abolish job classification; to shut down permanently or by day or week or for any other periods; to determine methods of pay and/or methods, process and means of performing work, standards of efficiency and quality of work; job content and requirements; the use of improved or changed methods of equipment; the number of employees needed by the Company at any time and how many shall work in any job; the number of hours to be worked; starting and quitting times; methods to be used to ensure security of the company's property; and generally the right to manage the

enterprise and its business are solely and exclusively the right of the Company.

- d) Have the sole and exclusive jurisdiction overall operations, buildings, machinery and equipment.

9.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement and will be fair and reasonable. Failure by the Company to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

## **ARTICLE 10 – DISCIPLINE, SUSPENSION AND DISCHARGE**

10.01 a) An employee, other than a probationary employee, has the right to be accompanied by a Union Steward (or Representative if the Union Steward is unavailable) when he is required to attend a meeting for disciplinary reasons (counseling is not discipline). The employee and/or Union Steward must sign the written disciplinary action as an acknowledgement of receipt of the disciplinary action, not as an admission of guilt. This does not prevent the disciplinary action from being grieved.

- b) The Company will notify the Union within two (2) working days of any suspension or discharge and shall state the reason for the suspension or the discharge.

10.02 The Company will provide the employee with a copy of any written disciplinary action.

10.03 Any verbal or written warning shall remain on an employee's file for a period of twelve (12) months and suspensions shall remain on employee's file for a period of fifteen (15) months.

## **ARTICLE 11 – HOURS OF WORK**

11.01 The provisions of this Article 11 are not to be interpreted as a guarantee of, or limitations upon, the hours of work to be done

per day or week or otherwise, nor is it a guarantee of working schedules but shall serve to assist the parties in computation of the regular pay and overtime pay

11.02 a) (Driver/Couriers only)

The Union recognizes the Company's need for flexibility in scheduling hours of work. The Company shall endeavour, subject at all times to its operational needs and the requirements and efficiency of operations, to provide for a normal work day varying from eight (8) to twelve (12) hours, excluding unpaid lunches and a normal work week varying from forty (40) to forty-eight (48) hours, excluding unpaid lunches. For shifts of more than 6 hours, an unpaid lunch shall not be less than one half (½) hour and not more than one hour.

- b) Where it is not possible to provide for a normal work day and a normal work week, the Company shall endeavour to assign the junior employee in the applicable classification, to such schedule, provided that the Company's operations are not adversely affected.
- c) The Company will post shift, break and lunch break (where applicable) times and will only make changes in those times in cases of emergency, or upon giving (7) calendar days written notice and posting said notice on the bulletin board.
- d) Sorters, Drivers and Clerical employees shall receive fifteen (15) minute paid breaks as follows:
- For shifts of four (4) hours or more – one (1) break
  - For shifts of six (6) hours or more worked – one (1) break and one (1) unpaid lunch
  - For shifts of eight (8) hours or more worked – two (2) breaks and one (1) unpaid lunch

- 11.03 A minimum of one-half (1/2) hour lunch period will be provided without pay during each day of the normal work week.
- 11.04 a) For the purposes of this Article and this Agreement, the work week shall be defined as Monday to Saturday.
- b) A shift starting at or after 10:30 pm on Sunday evening shall be a Monday shift. Notwithstanding the above, the Company and the Union may mutually agree to an earlier start on Sunday.
- c) Persons employed as of August 8, 2006 will not be required to work a regular schedule which includes a Saturday and/or Sunday. However the Company may post schedules that include Saturdays and/or Sundays and offer those to existing employees. If such schedule including Saturday and/or Sunday work is not filled through the posting procedure, new employees may be hired.

11.05 Overtime

It is recognized by the parties that the needs of the business may require overtime work as determined by the Company.

- 11.06 The Company agrees to pay time and one half (1-1/2) an employee's hourly rate for all hours worked on the following basis:
- Sorters shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.
  - Clerical shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hour, per week.
  - Drivers shall be paid for all hours worked in excess of nine (9) hours per day or forty-five (45) hours per week.

And on the sixth day of work in a work week even if it is less than forty (40) hours worked for Sorters and Clerical and forty-five (45) hours worked for Drivers.

An employee shall be paid at double time for all hours worked on his 7th consecutive day of work. "Day" for the purposes of this clause, shall mean the calendar day on which the majority of hours on a shift are worked.

11.07 (a) Drivers

Overtime shall be performed by the employee working on the applicable route unless a satisfactory reason is given. Time permitting for the customers requirements, the overtime will be offered to Drivers on adjacent routes in order of seniority. If no Driver volunteers, the junior Driver on the adjacent routes will perform the overtime work. Overtime is then offered to ensure the efficiency of the Operation and to meet customers' needs. For deliveries from the branch, the overtime will be offered to available employees on site by seniority who are qualified to perform the work, first on a voluntary basis and then by reverse order of seniority.

(b) Clerical and Sorters

Overtime work will first be offered to employees who are actually performing the work at the time of the overtime assignment. Thereafter, the overtime work will be offered to employees who normally work in the classification where the overtime is required. If there are insufficient volunteers after following the above-note steps, the Company shall select the junior employee(s) in the classification to perform the overtime work.

**ARTICLE 12 – REPORTING PAY AND CALL IN**

12.01 Unless employees are notified not to report for work, employees who report for work at their regular starting time and for whom no work is available, shall receive not less than four (4) hours of work at their straight time hourly rate, or if no work is

available shall receive four (4) hours pay at their straight time hourly rate.

This provision shall not apply if the failure to provide work is caused by reason of strike or other work stoppage, equipment break down, fire, flood, snow storm, power failure or other like cause beyond the control of the Company.

- 12.02 Where an employee has completed his shift and has left the Company's premises and is called back to work, the employee shall be guaranteed a minimum of three (3) hours of work at his straight time hourly rate or time and one-half (1 1/2) for hours worked, whichever is greater. This shall not apply where the employee is called in and continues to work his next scheduled shift or where the employee is asked to continue to work following, his scheduled shift.

## **ARTICLE 13 – WAGES**

- 13.01 Classifications and rates of pay for bargaining unit employees, excluding brokers, are set forth in Schedule "A" attached hereto, and are hereby declared to form part of this Agreement.

- 13.02 a) When an employee is transferred temporarily, he shall be paid at the rate of the job to which he transferred or his own occupational rate, whichever is greater.

If the transfer is for the convenience of the employee or to avoid a layoff, he shall be paid the rate of the job to which he has been assigned.

- b) When a new classification is created, or there are significant changes to current classification(s), the Company shall determine the rate of pay for such new classification. If the Union challenges the rate, it shall have the right to request a meeting with the Company to endeavour to negotiate a mutually satisfactory rate. If an agreement cannot be reached, the matter may be referred to arbitration as provided in this Collective Agreement, within fifteen



(15) working days of such meeting. The decision of the Arbitrator shall be based on the relationship established with the rates for other classifications in the bargaining unit having regard to the requirements of such classification and shall be effective the date the Arbitrator renders his decision.

13.03 The Company will advise the Union of any new job classifications thirty (30) days before any new classifications are put into effect.

## **ARTICLE 14 – JOB POSTINGS**

14.01 a) When a new job classification in the bargaining unit is added or additional employees are required or a vacancy arises in any of the job classifications within the bargaining unit, the Company will post a notice of a vacancy for a period of three (3) consecutive working days on a bulletin board. The notice will specify the classification, the wage scale and the qualifications required for the position. An employee who wishes to be considered for the position so posted must do so within the three (3) working days period by signing the posting and using the form supplied by the Company. All postings shall show the position, the route number, the normal hours of work and days off, and expected duration of the position (if applicable). There will be a designated location in the depot for postings.

b) Prior to posting the vacancy:

- Tractor Trailer drivers shall be given preference (by seniority) for vacancies in their own classification.
- 5-Ton drivers shall be given preference (by seniority) for vacancies in their own classification.

The resulting vacancy will then be posted as set-out in Article 14.01 (a). There will be a maximum of two postings per branch for Courier positions. Thereafter if there is a further resulting

vacancy in a Courier position, it will be posted as set out in Article 14.01 (a) for bidding by Sorters and Clerical employees at that location.

There shall be a maximum of two postings per branch for Sorter positions. A successful bidder may not bid for a further vacancy within three (3) months of being awarded the first successful bid or within six (6) months of being awarded the second successful bid. There shall be no more than three (3) successful bids in any twelve (12) month period.

- c) In filling any posted vacancy under this Article, seniority shall govern. If the job posted is not filled as a result of the posting, or if no suitable applications are received, the Company reserves the right to hire.
  - d) Should the successful applicant for such vacancy be unsatisfactory following a minimum of ten (10) working days in the new position, he shall be returned to his former job and the vacancy may be filled in accordance with the original posting.
  - e) The successful applicant shall be scheduled into his/her posted position within ten (10) working days from the time the posting is removed from the board or the announced start date of the vacancy, or paid the rate of pay for the posted position or his own rate, whichever is greater.
- 14.02 a) Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotion and temporary vacancies, shall not be vacant for the purposes of this Article.
- b) The Company has the exclusive right to temporarily transfer employees within various job classifications and the right to direct the work function of all employees. Temporary transfers shall be transfers of forty-five (45) days or less, which may be extended by mutual agreement between the parties.

14.03 Within five (5) working days immediately following the end of the posting period, the Company will notify the successful candidate and the applicable Chairperson/Union Steward (Scarborough).

#### 14.04 Spare Driver Postings

Spare Driver vacancies shall be posted as in this article 14 except:

- a) The factors considered in 14.01 c) shall include absenteeism.
- b) An employee newly classified as a Spare Driver may elect to return to his former position at any time within his 1st twenty (20) working days by displacing his successor.
- c) An employee who has successfully bid into the Spare Driver classification may not bid into any other classification for twelve (12) months because of the time invested in training.

### **ARTICLE 15 – SENIORITY**

15.01 Every employee hired by the Company hereafter shall serve a probationary period of three (3) consecutive months at the wage stipulated in this Agreement and shall be required to pay Union dues. In the event of medical, WSIB or bereavement leave absence during the probationary period, it will be extended by the length of the period of absence.

During this probationary period new employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. A probationary employee may be terminated at any time during his probationary period and such termination shall be at the sole discretion of the Company. After completion of the probationary period, if satisfactory, he shall become a seniority employee. On completion of the probationary period, the employee's name shall be placed on the

applicable seniority list with seniority dating from the date he was last hired by the Company.

In the event more than one employee is hired on the same date, seniority shall be determined alphabetically.

- 15.02 a) The Company shall compile seniority lists as defined in this clause, showing each employee's seniority date, monthly. Copies of the seniority lists shall be posted on the bulletin board and copies given to the Chairperson or, in the case of the Scarborough Branch, to the Steward.
- b) Seniority is defined as length of service in the bargaining unit since the date of last hire. It is understood that an employee shall have no seniority until such time as he has become a seniority employee pursuant to Article 15.01.
- 15.03 An employee shall lose all seniority and his employment shall be deemed to have been terminated if he:
- a) Voluntarily quits the employ of the Company;
- b) Is discharged and not reinstated through the grievance procedure;
- c) Subject to the *Canadian Human Rights Act* has not performed work for the Company for a period equal to the lesser of his period of seniority or fifteen (15) months or twenty-four (24) months in the case of an absence on WSIB.
- d) Fails to return to work upon termination of an authorized leave of absence unless prior arrangements have been made for an extension of such leave except for a bona fide reason beyond the employee's control.
- e) Utilizes a leave of absence for purposes other than those for which the leave of absence was granted;
- f) Fails to return to work within five (5) working days after being recalled from extended layoff by notice sent by

registered mail, or fails to advise of **his** intention to return within three (3) **working** days following such notice without a bona tide reason;

- g) Upon return to work following illness or disability in excess of three (3) consecutive **working** days fails, when so requested to produce **a** certificate from a licensed medical practitioner or licensed chiropractor verifying the medical necessity of the absence or disability;
- h) Fails to report for work for three (3) consecutive **working** days except for **a** bona fide reason beyond the employee's control;
- i) Refuses to consent to **a** Company requested medical examination, the cost of which is to be paid by the Company. Any Company policy regarding drug testing will be in accordance with applicable legislation. This provision is not to be used for random drug testing;
- j) Retires;
- k) Loses his driver's license pursuant to the provisions of the *Criminal Code of Canada* and/or the *Highway Traffic Act*, as amended;
- l) Has committed theft of Company or customer property;
- m) Continues to operate **a** Company vehicle without **a** current valid drivers' license. In the case of drivers' license suspension, the onus is on the Employee to prove that he/she has not been notified by the Ministry of Transportation and/or that the Ministry of Transportation has made an administrative error.

#### 15.04 Layoffs and Bumping

In all cases of layoff or recall from layoff, the Company will consider its operational needs and the following:

- a) i) Bumping to a different classification shall consider knowledge, training, skill and ability of the individual to perform the work and where these are relatively equal, seniority will be the deciding factor.
- ii) A Spare Driver may not be bumped by an Employee in any other classification.
- b) Bumping within the same classification shall be by seniority except:
  - i) No driver may bump into a route from which he has been removed due to customer complaints unless the removal has been overturned by the grievance and arbitration procedure or the customer complaining is no longer on the route in question.
- c) There shall be no bumping within the classification of Spare Driver.
- d) The term “layoff” as used herein shall mean the imposed absence from work of an employee by the Company for a period of five (5) days or more. A layoff of less than five (5) days shall be termed temporary layoff and in such circumstances the Company shall not be required to consider seniority in determining those employees to be temporarily laid off.
- e) Whenever it becomes necessary to reduce the work force for a period greater than five (5) working days, the Company shall notify the affected employees forty-eight (48) hours before the effective date of such layoff. Layoffs anticipated to be less than 5 days, the Company will endeavour to give as much notice as possible.

15.05 Driver layoffs shall be implemented as follows:

- a) The driver initially affected shall be the driver who is;

- i) Displaced by the return to work of a driver who is temporarily away from work provided that the driver so displaced, even if senior, may not directly bump the returning driver.
- ii) The junior driver amongst a group whose routes who have been affected at the same time by a route reorganization.
- iii) Whose route is eliminated if no other routes are restructured at the same time.
- iv) In the case of the layoff of a Spare Driver, the Company will consider the records of absenteeism and where these are relatively equal, shall layoff from the classification the junior Spare Driver at the Branch who may bump as in 15.05 b).

The Company shall not consider the record of absenteeism where there have been no issues raised with respect to attendance raised prior to the layoff.

The aforementioned attendance issues must have been raised by the Company no less than one (1) month prior to the layoff and no more than six months prior to the layoff.

Spare Drivers shall be deemed to satisfy the skills and ability test when exercising their bumping rights within the Driver classification.

- b) The Driver who is initially affected shall have the right to bump a junior Driver.

The Driver that is bumped shall have the right to bump a junior Driver.

The Driver that is bumped shall have the right to bump the most junior Driver.

The most junior Driver that is bumped shall have the right to bump a junior Sorter or Clerical employee as in 15.04 a) i). The person so bumped may bump the junior employee in the Sorter or Clerical classification as in 15.04 a) i).

There shall be a maximum of 1 bump per shift within the Clerical and Sorter classifications.

- c) A Driver shall be deemed to be laid off and eligible to bump when:
  - i) The starting time of his route is changed **by** 1 hour or more.
  - ii) The total regular working hours on his route are reduced or increased by ½ hour or more.

15.06 Any employees laid off shall be placed on a recall list which shall be available to the Steward on request. Laid off employees may be used to perform casual work while on layoff.

#### 15.07 Bargaining Unit 333-36 only

This clause deleted for bargaining units 333-35 & 333-37

- a) Employees promoted or transferred to supervisory positions or other positions excluded from the bargaining unit shall accumulate seniority for purposes of this Agreement for a period of three (3) months following such transfer or promotion and should such employees return to the bargaining unit within such three (3) month period they shall retain such seniority for the purposes of this Agreement. An employee transferred or promoted out of the bargaining unit and returned to the bargaining unit more than three (3) months after such transfer or promotion shall have, for the purposes of this Agreement, the seniority of a new employee at the time of such return.
- b) In order for such employee to accumulate seniority, the employee will continue to pay Union Dues. Such employ-



ee is not a member of the bargaining unit or subject to the Union's constitution and by-laws and is not covered by the current collective agreement. The employee may opt to waive seniority rights and not pay Union dues which must be indicated in writing to the Union.

#### 15.08 Bargaining Unit 333-36 only

This clause deleted fro bargaining units 333-35 & 333-37

Should an employee transfer to a position outside the bargaining unit in order to cover for an employee on maternity leave the three (3) months will be extended to the full period of the maternity leave. The length of leave will be as per the *Canada Labour Code*.

### ARTICLE 16 – PAID HOLIDAYS

16.01 An employee will be paid his regular rate of pay for the following holidays:

- New Year's Day
- Labour Day
- August Civic Holiday
- Good Friday
- Thanksgiving Day
- Christmas Day
- Victoria Day
- Canada Day
- Boxing Day

In each calendar year, each employee who has completed his/her probationary period, is entitled to two (2) paid floater holidays to be taken as follows: The employee must notify the Company, in writing, at least two weeks in advance of the requested floater day. The floater day will be approved subject to operational requirements. In the event of a conflict between two employees requesting the same floater day, preference will be given to the employee who 1st made the request.

If the employee passes probation any time from October 1 or after, they shall have the remaining months of that year plus the next twelve (12) months to take their floating days.

Commencing January 1, 2008, each employee who has completed his/her probationary period, is entitled to three (3) paid floater holidays.

16.02 An employee who is required to work on any of the holidays listed in Article 16.01, shall be paid at time and one-half (1 1/2) his straight hourly rate for all hours so worked, and in addition, he will receive holiday pay, if entitled, to the payment provided in Section 16.01.

16.03 An employee who is absent on vacation when a paid holiday occurs, as listed in Section 16.01, will receive an extra day's vacation added to the end of the said vacation period. Notwithstanding the foregoing, the employee and the Company may agree to an alternate date.

Employees shall, at their request, forfeit extra days of vacation and receive one full day's pay at their normal regular hours and hourly rate.

16.04 In the event that any of the holidays listed above fall on a Saturday or Sunday, then the preceding Friday or the following Monday respectively will be substituted by the Company for the holiday, which may be changed by mutual agreement between the Union and the Company.

16.05 An employee shall be paid for a general holiday upon which he would normally be scheduled to work were it not for the said holiday, provided that he has been in the employment of the Company for at least thirty (30) calendar days prior to the date of the general holiday and has earned wages on at least fifteen (15) of the thirty (30) calendar days prior to the date of the general holiday, and worked his last full scheduled shift before and his first full scheduled shift after such holiday.

The employee shall be paid the higher of the employee's regular scheduled shift or an average of hours worked per day during the previous thirty (30) days.

## **ARTICLE 17 – PAY PERIOD**

- 17.01 All employees covered by this Agreement shall be paid in full biweekly. Each employee shall be provided with a statement of total hours and gross earnings and an itemized statement of all deductions made for any purpose.
- 17.02 Pay shall be by direct deposit.
- 17.03 If a Company error occurs in the payroll computation of a bargaining unit member's pay and the amount is equal to twenty-five dollars (\$25) or more on overtime earnings, or any error on regular earnings, the Employee shall be entitled, on request, to receive same as soon as practical but not later than four (4) days after the error was reported. Any other payroll errors will be corrected on the next regular paycheque.
- 17.04 When there is a paid holiday between the completion of a payroll period and the pay day, the unscheduled overtime worked in the last day (2 or 3 days depending on the number of paid holidays or bank holidays) of the payroll period will not be paid until the following payroll period. Any overpayment resulting from the absence during the last three days of the payroll period will be deducted from the following payroll.

## **ARTICLE 18 – VACATIONS AND VACATION PAY**

- 18.01 All employees with one (1) year's service, but less than five (5) years service shall be given two (2) weeks vacation with pay. Vacation pay for such employees will be paid on the basis of four percent (4%) of gross earnings since their **last** computed vacation pay period.
- 18.02 Employees with five (5) years of completed service shall be given three (3) weeks vacation with pay. Employees will be paid on the basis of six percent (6%) of gross earnings since their last computed vacation pay period.

- 18.03 Employees with ten (10) years of completed service shall be given four (4) weeks vacation with pay. Employees will be paid on the basis of eight percent (8%) of gross earnings since their last computed vacation pay period.
- 18.04 Employees with fifteen (15) years of completed services shall be given five (5) weeks vacation with pay. Employees will be paid on the basis of ten percent (10%) of gross earnings since their last computed vacation pay period.
- 18.05 Employees with twenty-five (25) years of completed service shall be given six (6) weeks vacation with pay. Employees will be paid on the basis of twelve percent (12%) of gross earnings since their last computed vacation pay period.
- 18.06 Employees who sever or have their employment severed, shall receive with their last pay cheque all vacation pay to which they are entitled.
- 18.07 Effective January 1, 2008 the vacation scheduling years shall be the calendar year, January 1st to December 31st.
- a) On September 1st of each year, the Company shall post a list upon which the employees shall indicate their vacation preference. All employees shall give their preference of vacation at the latest by October 15th. Employees failing to sign for their choice of vacation at the selection period will not be allowed to displace junior employees at a later date and will be assigned to the remaining available weeks by seniority.
  - b) On November 30th, the Company shall post the final vacation schedule. After November 30th, no vacation may be changed without the consent of the employee or employees concerned, and the Branch Manager, unless an emergency arises.
  - c) The Company shall have the exclusive right to schedule and assign vacations provided that the Company will attempt

to schedule employees vacation taking into account, the employees' seniority and preference so long as the operations of the Company are not adversely affected.

- d) **An** employee's third, fourth, fifth and sixth weeks of vacation shall be taken at a time mutually agreed upon between the Company and the employee.
- e) Vacation entitlement not scheduled by September 1st in the vacation year in which it is to be taken shall be scheduled by the Company after giving the employee one week's written notice.
- f) Vacation pay shall be calculated on the basis of vacationable earnings in the calendar year prior to the year in which the vacation is scheduled. Vacation entitlement shall be determined in accordance with the provisions of Articles 18.01 through 18.04 inclusive.
- g) Employees with less than 1 year of completed service as of December 31st each year will earn vacation time at the rate of 0.833 days per completed calendar month and four percent (4%) vacation pay calculated on vacationable earnings from date of hire to the final pay date in December of the year of hire. New hires with less than 1 year completed service as of December 31st will be able to take the days earned in the following calendar year.
- h) Employees with a hire date from the 1st to the 15th of the month will accrue time for the full month for the initial accrual in the year of hire as well as in the year of eligibility change to 3 weeks, 4 weeks or 5 weeks of vacation. Employees with a hire date from the 14th to the end of the month will accrue time beginning on the 1st of the following calendar month. All time earned will be taken in the following calendar year.

18.08 Vacations are not cumulative – i.e. Vacations earned may not be postponed from one (1) year to another and must be taken during the year of entitlement for such employee.

18.09 Upon request, an employee shall receive his vacation pay together with the last pay preceding his leaving for vacation.

## **ARTICLE 19 – LEAVE OF ABSENCE**

19.01 A seniority employee may be granted leave of absence without pay at the Company’s discretion based on the operational needs of the Company.

### **19.02 Bereavement**

- a) In the event of a death in the immediate family, an employee shall be allowed time off with pay for three (3) consecutive working days immediately following the date of death or the date on which the Employee became aware of the death, up to five (5) working days after the death. Paid bereavement leave may be deferred up to one (1) week, at the Employee’s request if the employee requires out of town travel to attend funeral arrangements.
- b) The employee shall be paid for the number of hours he would have normally worked at his regular straight time rate.
- c) Immediate family shall mean, brother, sister, father-in-law, mother-in-law as well as any relative permanently residing in the employee’s household or with whom the employee permanently resides.
- d) If more time is required for any reason relating to the death, a leave of absence may be granted.
- e) In the event of death of the mother, father, spouse or child, an employee shall be allowed time off with pay for five (5) consecutive working days immediately following the date of death or the date on which the Employee became aware

of the death, up to five (5) working days after the death. Paid bereavement leave may be deferred up to one (1) week, at the Employee's request if the Employee requires out of town travel to attend funeral arrangements.

- f) In the event of death of the grandparents or spouse's grandparents, brother in law or sister in law, an employee shall be allowed time off with pay for one (1) working day no later than the first scheduled working day after the funeral or the date on which the Employee became aware of the death, up to five (5) working days after the death. Paid bereavement leave may be deferred up to one (1) week, at the Employee's request if the Employee requires out of town travel to attend funeral arrangements.

### 19.03 Child Care Leave

Employees are entitled to the childcare leave provided for in the *Canada Labour Code*. Any improvements to the Canada Code will be implemented immediately.

### 19.04 Juror or Subpoenaed Crown Witness

An employee who is selected for service as a juror or subpoenaed as a crown witness, will be compensated for loss of pay from the employee's regularly scheduled hours at the employee's regular hourly rate less the fee received for services as a juror/witness. However, after the employee has completed jury/witness duties, the employee is required, when practical, to return to the Company's premises to complete the employee's remaining normally scheduled work day.

## **ARTICLE 20 – SAFETY AND HEALTH**

- 20.01 The Company and the Union agree on the importance of establishing and maintaining a healthy and safe work environment for all of their employees and agree to comply with the provisions of the *Canada Labour Code*, Part II.

## 20.02 Canada Labour Code

A copy of the current *Canada Labour Code* will be posted in the workplace.

## **ARTICLE 21 – GENERAL**

- 21.01 The Company will furnish the Union a Bulletin Board, with a plastic sliding door for the use of the Union for notices and official papers. Notices will be posted only by the authorized Union Representatives after being approved by the Branch Manager and/or his designate.
- 21.02 The Company shall pay the applicable hourly rate to all employees compelled to attend company meetings.
- 21.03 An employee will be paid for all time spent in assigned training at their applicable hourly rate.
- 21.04 The Company intends to satisfy its obligations with respect to legal load limits. However, in the event that this condition occurs as a result of an inadvertent action on the part of the Company, no driver shall be responsible for any fines for operating a vehicle in excess of the legal load limit. The Driver shall not be disciplined or terminated as a result of such infraction.
- 21.05 It is agreed that the Company shall continue to pay for parking tickets incurred by drivers unless such tickets are incurred while parked in either a handicap or fire restricted zone.
- 21.06 In any instance of breakdown or impassable highway which prevents an employee from proceeding to his destination (or if obstructed from returning to his operating centre) the employee shall be paid for all time up to the time at which he arrives at a place of lodging. Once he has arrived at a place of lodging the employee shall be considered to be relieved of duty until his regular starting time the next day or until called to duty, whichever occurs sooner.



If more than one (1) day elapses before the employee is called to duty, he shall be paid for not less than his regular daily guarantee for each calendar day so long as he is away from his home operating centre because of a breakdown or impassable highway. The employer agrees to pay the reasonable costs of meals and lodging subject to the Company being provided with appropriate receipts.

- 21.07 No employee will be required to cross a picket line where there is a reasonable concern for the safety of the employee or damage to the vehicle. The employee shall immediately notify Dispatch or their Supervisor, if applicable, to advise of such and shall not leave the area without further instructions from Dispatch or their Supervisor, if applicable.
- 21.08 Drivers shall have the right to post the CEP logo on the upper left-hand corner of the rear window or, if there is no rear window, the upper left-hand corner of the front windshield of the vehicle the employee is operating. The logo shall not be more than 3" in diameter.
- 21.09 Any Bargaining Unit member shall be allowed reasonable time to inspect their own Personnel file in the presence of the Company, during normal business hours and with minimal disruption to the operation. Any representative of the Union, as described in Article 6, acting on behalf of the Bargaining Unit member, may inspect the Bargaining Unit member's disciplinary record.

## **ARTICLE 22 – BENEFITS**

- 22.01 The Company agrees to continue to make available the health and welfare plans in force at the time of the signing of this Agreement to those seniority employees who are actually on the payroll of the Company, but only while such employees are not on lock-out, strike or layoff. The benefits shall be as more particularly described and set forth in the respective plan documents and policies of insurance, attached hereto. The Company

will have the right to select the carrier of its choice in respect of any of the above benefits. For those employees on Workers' Compensation, benefits shall be made available as per the terms of the *Workplace Safety and Insurance Act*.

Effective upon ratification:

Vision – \$200.00 every 2 years

Chiropractic – \$25 per visit, \$400.00 maximum per year

- 22.02 Any dispute over payment of benefits under such plans or policies shall be adjusted between the employee and the insurer concerned. The Company will use its best efforts to assist in settling any such disputes.
- 22.03 Notwithstanding anything to the contrary in the provisions of this Agreement, the benefits and plans of insurance are qualified in their entirety by reference to the underlying policies and contracts of insurance or statutes or regulations. The responsibility rests with the employee to complete all eligibility requirements of the existing carriers of all medical, health and welfare benefits under this Collective Agreement.
- 22.04 The Company will arrange and pay the premiums for a weekly indemnity plan on a 1/1/8/15 basis at sixty percent (60%) of the employee's gross earnings, up to the E.I. maximum, provided that one hundred percent (100%) of the E.I. premium rebates accrues to the Company.
- 22.05 For employees who have completed one year of service, the Company will match employee contributions of two percent (2%) of gross earnings from the Employer.

The employee may opt in or out of participation or authorize a greater deduction during the last pay period in November for the next calendar year. The initial enrolment shall be the 1st pay period of January, April, July and October of each year. All contributions shall be locked-in for the duration of employment.

## **ARTICLE 23 – COPIES OF AGREEMENT**

23.01 The Company shall have the text of the Collective Agreement printed in pocket book form by a unionized printing shop. The printing costs shall be shared equally between the Company and the Union.

## **ARTICLE 24 – DURATION**

24.01 3 years from expiry of former collective agreement with language changes effective from date of ratification.

Stoney Creek (333-35)

December 1, 2005 – November, 30, 2008

Cambridge (333-36)

March 15, 2006- March 14, 2009

Barrie (333-37)

March 22, 2006 – March 21, 2009

And unless either party gives the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in effect, without change, from year to year thereafter until terminated in the manner hereinafter provided.

Notice that amendments are required, or that either party intends to terminate the Agreement, shall be given during the period of not more than ninety (90) days and not less than thirty (30) days, prior to the termination date or anniversary date, in the event of any subsequent yearly extension as provided above.

The parties agree to negotiate the renewal of all of these Collective Agreements at the same time commencing February 1, 2003. In the future, the Company agrees to pay the Union a total of \$2,000 towards the cost of negotiations.

**ARTICLE 25 – LETTERS OF UNDERSTANDING AND  
SCHEDULE “B”**

25.01 There are no letters of understanding or other agreements except those specifically referred to in the Collective Agreement and Memorandum of Settlement.

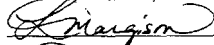
25.02 Schedule B attached hereto is hereby made a part of this Agreement.

Dated at Toronto, Ontario this 11th day of September, 2006.

For the Company:

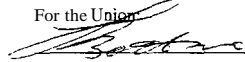
  
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Carol Boucher, Vice President, HR

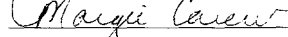
  
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Catherine Chisholm, Director, Central Region

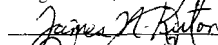
  
\_\_\_\_\_  
Lynn Margison, Scarborough Branch Manager

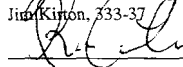
  
\_\_\_\_\_  
Michael O'Neill, Toronto Branch Manager

For the Union:

  
\_\_\_\_\_  
Flavio Bottosso, 333-35

  
\_\_\_\_\_  
Margie Carew, 333-36

  
\_\_\_\_\_  
Jim Kinton, 333-37

  
\_\_\_\_\_  
Ken Cole, President/Business Agent  
Local 333

**SCHEDULE "A"**  
**WAGE RATES**  
**YEAR 1**

Classification	Rate of Pay				
	Entry	6-month	12-month	24-month	30-month
SORTER	8.98	9.08	9.19	9.40	12.16
CLERICAL	9.61	9.71	9.82	10.03	13.17
COURIER/WALKER	10.76	11.03	11.39	12.02	15.83
SPARE DRIVER	11.81	12.08	12.44	13.07	16.88
DRIVER 5-TON	12.50	12.81	13.65	14.70	16.84
TRACTOR TRAILER DRIVER	13.60	14.02	15.38	16.12	18.32

**WAGE RATES**  
**YEAR 2**

Classification	Rate of Pay				
	Entry	6-month	12-month	24-month	30-month
SORTER	9.43	9.54	9.65	9.87	12.77
CLERICAL	10.09	10.20	10.31	10.53	13.83
COURIER/WALKER	11.30	11.58	11.96	12.62	16.63
SPARE DRIVER	12.40	12.68	13.06	13.73	17.73
DRIVER 5-TON	13.13	13.45	14.33	15.44	17.68
TRACTOR TRAILER DRIVER	14.28	14.72	16.15	16.93	19.24

**WAGE RATES**  
**YEAR 3**

Classification	Rate of Pay				
	Entry	6-month	12-month	24-month	30-month
SORTER	9.80	9.92	10.03	10.26	13.28
CLERICAL	10.49	10.61	10.72	10.95	14.38
COURIER/WALKER	11.75	12.04	12.44	13.13	17.29
SPARE DRIVER	12.90	13.19	13.59	14.28	18.44
DRIVER 5-TON	13.66	13.99	14.90	16.06	18.39
TRACTOR TRAILER DRIVER	14.85	15.31	16.80	17.61	20.01

## **LUMP SUM PAYMENTS**

### **Lump Sums for Grandfathered Red-Circled Employees**

The employees who received the 1% wage supplement during year 3 of the last agreement and those employees whose rates are above the new top rate in the first year of the agreement will receive a one-time lump sum payment at the end of the first complete pay period following ratification as follows:

Spare Driver – \$375.00

Courier Driver – \$350.00

Clerical – \$250.00

Sorter – \$250.00 Pro-rated according to normal number of hours scheduled based on 8 hour days

The employees whose rate is above the new top rate in any subsequent year of the collective agreement will receive a one-time lump sum payment of \$250 at the start of that year.

All lump sum payments will be subject to all deductions required by law and the collective agreement.

### **Wage Progression Casual Employees**

Casual employees shall progress on the wage schedule based on the formula that twenty (20) days worked equals one month.

### **Changing Classifications**

Should an employee post into a higher classification the employee will enter the higher classification at the same level in the wage **grid** as he was in the lower classification. The employee will then progress to the next level on the wage grid in the allotted time frame.

### **Lead Hand Premium**

The Company will post onto the bulletin board(s) all vacancies for Lead Hand positions providing an opportunity for all employees to apply.

The Company will make the selection at its sole discretion and such selection shall not be subject to any provisions in the Collective Agreement including, but not limited to, seniority, job postings and grievance procedures.

The parties agree to a Lead Hand rate of seventy-five cents (\$0.75) per hour over and above the employee's normal rate of pay.

The employee selected as Lead Hand may be returned to their original position at their request or at the Company's request.

### **Introductory Training Premium**

If a Driver is assigned to provide introductory training to a person who has been newly hired or promoted into the Driver classification, during the trainee's first three days as a Driver, the trainer will be paid an introductory training premium of \$0.60 per hour.

### **Shift Premium**

A shift premium of thirty-five (35) cents per hour for all hours worked on a shift when four (4) hours or more fall between 9:00 p.m. and 6:00 a.m.

Commencing in the 2nd year of the Collective Agreement, the shift premium referred above will be fifty (50) cents per hour.

### **Fork Lift Operator Premium**

A premium of \$0.30 per hour shall be paid for all hours worked on a shift in which the employee has operated the Forklift for the purpose of moving customers' goods as assigned by management.

## **Letter of Understanding**

Between

**ICS Courier Services (A Division Of Information  
Communications Services (ICS) Inc.)**

(“the Company”)

-and-

**Communication, Energy and Paperworkers  
Union of Canada and its Local 333**

(“the Union”)

The parties hereto agree to the following:

Should an employee desire to transfer between the bargaining units in the Toronto/Scarborough, Cambridge, Barrie and Stoney Creek branches, the employee will submit the request, in writing, to the Branch Manager at the Branch to which the employee wishes to be transferred and the Human Resources department. Prior to the hiring of a new employee in another Branch, the Company will give consideration to the employee’s Branch transfer request subject to the following conditions:

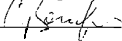
- The employee transferring to another Branch will go to the bottom of the seniority list
- The Employee will relinquish all seniority rights from the Branch from which the employee has transferred
- The Employee will carry wages and benefits entitlement to the new Branch
- A declined transfer by the employee will nullify the transfer request
- Transfer requests must be renewed annually in order to be considered



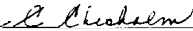
- The Human Resources department will date stamp the request on receipt and forward a stamped copy to the employee

Dated at Toronto, Ontario this 21st day of July, 2000.


For the Company:

  
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Carol Boucher, Vice President, HR

  
\_\_\_\_\_

Catherine Chisholm, Director, Central Region

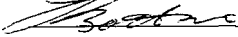
  
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Lynn Margison, Scarborough Branch Manager

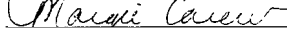
  
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Michael O'Neill, Toronto Branch Manager

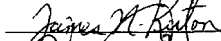
For the Union

  
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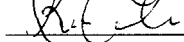
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
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Jim Kinton, 333-37

  
\_\_\_\_\_

Ken Cole, President/Business Agent  
Local 333

## Letter of Understanding

Between

**ICS Courier Services (A Division Of Information  
Communications Services (ICS) Inc.)**

("the Company")

-and-

**Communication, Energy and Paperworkers  
Union of Canada and its Local 333**

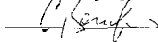
("the Union")

The parties hereto agree to the following:

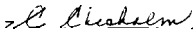
If a Driver **loses** his driver's license (and immediately informs the Company) for a reason other than outlined in Article 15.03 (k), the employee will not be subject to discipline and will be placed on layoff, or be offered a vacant Sorter position at the entry rate after laid-off Sorters are recalled but before a new employee is hired.

Dated at Toronto, Ontario this 21st day of July, 2000.

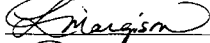
For the Company:

  
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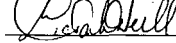
Carol Boucher, Vice President, HR

  
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Catherine Chisholm, Director, Central Region

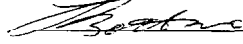
  
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Lynn Margison, Scarborough Branch Manager

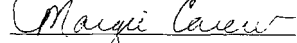
  
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Michael O'Neill, Toronto Branch Manager

For the Union:

  
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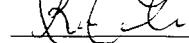
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
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Jim Kirton, 333-37

  
\_\_\_\_\_

Ken Cole, President/Business Agent  
Local 333

# Letter of Understanding

Between

## ICS Courier Services (A Division Of Information Communications Services (ICS) Inc.)

("the Company")

-and-

## Communication, Energy and Paperworkers Union of Canada and its Local 333

("the Union")

The parties hereto agree to the following:

During 2003 negotiations the parties agreed that addition of workload, introduction of scanners, introduction of menu driven data entry, new mechanical devices, including conveyors were all examples of changes which would not constitute "significant change".

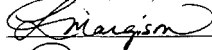
The parties further agreed that none of the changes made in the Company during the time period 1996 through 2003 constituted "significant change" and that neither party could identify potential operations changes which would constitute "significant change".

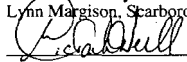
Dated at Toronto, Ontario this 12th day of June, 2003.

For the Company:

  
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Carol Boucher, Vice President, HR

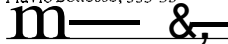
  
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Catherine Chisholm, Director, Central Region

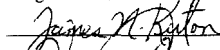
  
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Lynn Margison, Scarborough Branch Manager

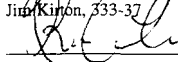
  
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Michael O'Neill, Toronto Branch Manager

For the Union

  
\_\_\_\_\_  
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
\_\_\_\_\_  
Jim Kiron, 333-37

  
\_\_\_\_\_  
Ken Cole, President/Business Agent  
Local 333

**Letter of Understanding**

Between

**ICS Courier Services (A Division Of Information  
Communications Services (ICS) Inc.)**

("the Company")

-and-

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Union of Canada and its Local 333**

("the Union")

The parties hereto agree to the following:

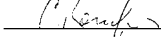
Re: Appendix A. Broker Agreement and Schedule B. Broker Fee Schedule

If Brokers are reactivated, the Company will establish appropriate rates subject to the Union's right to grieve/arbitrate.

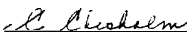
No current Driver (as of the date of ratification in 2003) shall be required to become a Broker.

Dated at Toronto, Ontario this 12th day of June, 2003

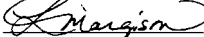
For the Company:

  
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Carol Boucher, Vice President, HR

  
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Catherine Chisholm, Director, Central Region

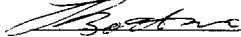
  
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Lynn Margison, Scarborough Branch Manager

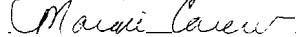
  
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Michael O'Neill, Toronto Branch Manager

For the Union

  
\_\_\_\_\_

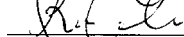
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
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Jim Kinton, 333-37

  
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Ken Cole, President/Business Agent  
Local 333

# Letter of Understanding

Between

**ICS Courier Services (A Division Of Information  
Communications Services (ICS) Inc.)**

("the Company")

-and-

**Communication, Energy and Paperworkers  
Union of Canada and its Local 333**

("the Union")

The parties hereto agree to the following:

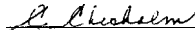
No person employed as of August 8, 2006 will be required to work a schedule of less than four (4) hours per day unless mutually agreed between the parties

Dated this 9th day of August, 2006.

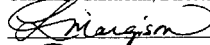
For the Company:

  
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Carol Boucher, Vice President, HR

  
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Catherine Chisholm, Director, Central Region


  
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Lynn Margison, Scarborough Branch Manager

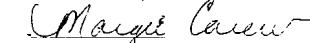
  
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Michael O'Neill, Toronto Branch Manager

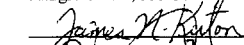
For the Union:

  
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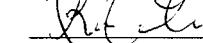
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
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Jim Kinton, 333-37

  
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Ken Cole, President/Business Agent  
Local 333

## **Letter of Understanding**

Between

**ICS Courier Services (A Division Of Information  
Communications Services (ICS) Inc.)**

(“the Company”)

-and-

**Communication, Energy and Paperworkers  
Union of Canada and its Local 333**

(“the Union”)

The parties hereto agree to the following:

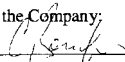
By December 31st, 2007, the Company will provide employees with a statement of the amount of vacation pay in their vacation accrual as of that date. This vacation accrual will be used to pay for vacation entitlement in the 2008 calendar year.

In the event the amount of the vacation pay accrued is not sufficient to cover the employees’ vacation time entitlement in 2008, upon request the Company agrees to pay an advance to the employees to top **up** their vacation accrual to ensure employees have sufficient vacation pay to cover their 2008 vacation time entitlement.

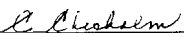
The employees agree to reimburse the Company an amount equivalent to one day’s pay, on each pay period, until such advance has been repaid.

Dated this 9th day of August, 2006.

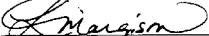
For the Company:

  
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Carol Boucher, Vice President. HR

  
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Catherine Chisholm, Director, Central Region


  
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Lynn Margison, Scarborough Branch Manager

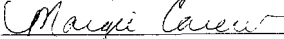
  
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Michael O'Neill, Toronto Branch Manager

For the Union:

  
\_\_\_\_\_

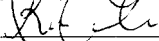
Flavio Bottosso, 333-35

  
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Margie Carew, 333-36

  
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Jim Kirton, 333-37

  
\_\_\_\_\_

Ken Cole, President/Business Agent  
Local 333

## **SCHEDULE “B” BROKER TERMS AND CONDITIONS**

The parties agree that the following terms and conditions will apply to all individuals operating as Brokers for the Company in Barrie, Cambridge and Stoney Creek.

### **ARTICLE 1 – PURPOSE**

- 1.01 It is agreed and understood pursuant to the certificate(s) issued by the Canada Labour Relations Board dated as follows:
- September 18, 1995 (333-35 — Stoney Creek)
  - September 18, 1995 (333-36—Cambridge);
  - November 24, 1995 (333-37—Barrie);

that Brokers engaged by the Company are covered by Article 2 of the Collective Agreement.

### **ARTICLE 2 – COLLECTIVE AGREEMENT APPLICABILITY**

- 2.01 Where applicable, the following terms and conditions of the Collective Agreement will apply to all Brokers and the word “Broker” shall replace the word “Employee”: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 14, 20, 23, 24. In the event of a conflict between a term and condition of the Collective Agreement and this Schedule “B” the terms and conditions of Schedule “B” will apply and supersede the provisions of the Collective Agreement.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 “Broker” means Contractors who supply their own vehicle and are recognized solely for purposes of ~~Part~~ I of the *Canada Labour Code* as “Dependent Contractors” of the Company and the parties consider their relationship that of Company/Independent Contractor and not Employer/Employee.



## **ARTICLE 4 – UNION SECURITY**

Article 5 of the Collective Agreement will apply to Brokers with the following amendments.

- 4.01 All present Brokers and all future Brokers shall, as a condition of contract engagement, be required to authorize the Company in writing to deduct from their invoice amount, the amount equal to the regular monthly union dues and initiation fee.
- 4.02 The Company agrees to record the annual dues for each Broker on his Statement of Revenue form.

## **ARTICLE 5 – BROKER AGREEMENT**

- 5.01 The Broker Agreement, attached hereto, as Appendix A, shall be signed by the Broker and the Company and shall form an integral **part** of this Collective Agreement.
- 5.02 The contractual relationship between a new Broker and the Company may be terminated without any notice and without any reason during the first three (3) months following its signing.

## **ARTICLE 6 – ROUTE MODIFICATION**

- 6.01 The content, modification, conversion and elimination of routes are the exclusive jurisdiction of the Company.
- 6.02 When a Broker route is converted to an employee route, the Broker on that route shall, after receiving thirty (30) days notice, have his contract cancelled and shall have the opportunity to transfer to employee status on the converted route integrating into the wage scale by converting the duration of his contract as a Broker into years of service.
- 6.03 When a Broker route is eliminated, the Broker on that route shall, after receiving thirty (30) days notice, have his contract cancelled and shall for period of twelve (12) months have hiring priority as a Driver within the bargaining unit before an external candidate is hired or a Branch Transfer request is considered.

Upon hiring, he is integrated into the wage scale by converting the duration of his contract as a Broker into years of service.

- 6.04 “Preferred Supplier Preference” (PSP) shall be in the sequence of length of continuous contractual relationship as a Broker.

If a Broker becomes an employee, his PSP shall be converted to seniority for all purposes under Article 15, but not for Company service purposes except for vacation.

- 6.05 Prior to the conversion or elimination of a Broker route, the Company agrees to notify the Union.

#### **ARTICLE 7 – OPPORTUNITY TO CONTRACT NEW ROUTE**

- 1.01 Article 14 of the Collective Agreement will apply to Brokers with the following amendments.

- a) The applicant for the Broker route shall have the vehicle required for the route.
- b) A Broker cannot apply for another Broker route opportunity within six (6) months, unless mutually agreed by the parties.
- c) Only the original Broker vacancy shall be posted.

#### **ARTICLE 8 – LOSS OF DRIVER’S LICENSE**

- 8.01 a) A Broker whose driver’s license is suspended shall surrender all contractual relationships with the Company or shall train and provide a satisfactory replacement driver.
- b) A Broker who continues to operate his vehicle while under suspension shall surrender all contractual relationships with the Company.

#### **ARTICLE 9 – FEES**

- 9.01 The Broker Fee Schedule is set forth, attached hereto, as Schedule “B” and shall form an integral part of this collective agreement.

## APPENDIX “A”

### BROKER AGREEMENT

BETWEEN:

**INFORMATION COMMUNICATION SERVICES (ICS) INC.**  
(hereinafter called the -‘Company’)

-and-

---

(hereinafter called the “Broker”)

**WHEREAS** the Company came on the business of a courier, messenger and delivery service under the ~~firm~~ name and style name of ICS COURIER SERVICES.

**AND WHEREAS** the Broker provides certain delivery and/or pickup services to the Company.

**AND WHEREAS** the Broker provides such services to the Company as an Independent Broker.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants herein contained and other goods and valuable consideration, the parties covenant and agree as follows:

#### **1. SERVICES**

- 1.1 The Broker shall render for gain, a service to the Company in the nature of providing certain delivery and/or pickup services.
- 1.2 In providing such services to the Company, and without derogating from the status of Broker, the Broker is at liberty to provide such services for any other person, ~~firm~~ or corporation provided there is no conflict of interest. Without restricting the generality of the foregoing, conflict of interest would be defined as providing such delivery and/or pick up services to or from any ICS customer or competitor without the prior written approval of the

Company. For purposes of this paragraph, competition includes any courier company operating in a dedicated, fixed route modality; any courier company servicing the Company's niche markets including financial and insurance services, health services which includes optical, dental, medical, hearing; the travel **and** mass mailing industries.

- 1.3 If the Broker does provide such services to other persons, firms or corporations, the Broker acknowledges that notwithstanding the ability to provide such services, the delivery of prompt and efficient service of the requirements of the Company is the essence of this Agreement.
- 1.4 The Broker agrees with the Company that the Broker shall provide an orderly, timely, competent and skilful completion of such service.
- 1.5 If the Broker is not, in the opinion of the Company, properly delivering or servicing or is unable to deliver to or service any of the Company accounts or clients in accordance with the standards set forth herein, the Company may forthwith service such Company accounts or clients either directly or indirectly in such a manner as it sees fit under all the circumstances.
- 1.6 The Broker acknowledges and warrants that this Agreement provides payment for service and that a material component of the Agreement requires the fulfilling of every delivery and/or pickup of contract for parcels, letters and materials and to fulfill this said delivery contract in a professional and satisfactory manner. In addition, the Broker covenants to deliver the said service in such a manner that the retention of the goodwill of the Company with the third party is not jeopardized and remains in good standing.
- 1.7 The Broker hereby confirms and acknowledges that the Broker is an independent Broker of the Company and is not and shall not be deemed to be an, agent, partner or joint venturer of the Company. Without limiting the generality of the foregoing, the Brokers are independent contractors for the purpose of the

Federal and Provincial Tax Acts, the Canada Pension Plan, the Employment Insurance Act, Workplace Safety and Insurance Act, the Canada Labour Code (Part III), or any other applicable legislation.

- 1.8 The Broker shall assume full responsibility for any cargo, or envelope that is entrusted to him/ her and is being delivered by him/her, and shall reimburse the owner of such cargo or envelope, for any loss or damage incurred or shall reimburse the Company, should the Company pay for the same on behalf of the Broker. The Company agrees not to pay any claim *or* make any settlement without first having consulted the Broker involved and having advised him/her of the Company's intention to settle and/or pay the claim.

## **2. FEES**

- 2.1 The Broker shall be paid by the Company the fees set out in Schedule "B" attached hereto and forming part of this Agreement.
- 2.2 The Broker shall be responsible for all expenses incurred by him related directly or indirectly to the performance of services pursuant to this Agreement.
- 2.3 All deliveries accounts acquired by the Broker while fulfilling the Broker's requirements under this Agreement shall be reported and shall become the property of the Company. All monies received or collected by the Broker for or on behalf of the Company shall be held in trust for the Company and turned over to the Company as soon as possible after same is received or collected.
- 2.4 Broker will be responsible for invoicing the Company for the provision of the Broker's service on a weekly basis. Terms: Net seven (7) Days.
- 2.5 Should the Company dispute any portion of any invoice, the Company shall notify the Broker in writing within four (4) days of receipt of the invoice of the disputed portion and the reason

therefore, but shall pay the undisputed portion within the time stated above. Upon settlement of any such dispute, the Company shall pay to the Broker the amount agreed upon in settlement of such dispute.

- 2.6 The Broker agrees to pay on his own account all expenses related to Income Tax, Canada Pension, Employment Insurance, GST and any business tax, if applicable, in each case. It is understood and agreed that all the foregoing are the sole and exclusive responsibilities of the Broker.

### **3. VEHICLE**

- 3.1 The Broker shall provide a vehicle, owned or leased by the Broker, appropriate to accommodate the service requirements of the route(s) as determined by the Company and being one of the following size specifications:

Mini van size	170.4 cu. ft.
Standard van size	267.3 cu. ft.
Cube van size	896.0 cu. ft.

The Broker shall provide the services of a driver acceptable to the Company, at the disposal of the Company on the terms and conditions outlined herein.

- 3.2 The Broker shall supply his vehicle for the purpose of delivery and/or pickup of parcels, letters and materials and, in addition, to maintain and enhance the goodwill of the Company by all appropriate means. The Broker shall be solely responsible for providing a substitute vehicle and/or driver in the event of accident or mechanical failure to the Broker's primary vehicle, or as may be required for the Broker to provide and complete the services under this Agreement in a timely, competent and skilful manner. The Broker shall provide the Company with no less than twenty-four (24) hours notice in the event that a substitute driver will be used, except in cases of an emergency where notification is not possible. It is understood that on rare occasions, these

substitute arrangements may fail or the Broker may experience an accident or mechanical failure enroute in which case the Company reserves the right to service the Broker's route without creating a precedent or obligation to do so. However, repeated failure of substitute arrangements shall be cause for cancellation of the Broker Agreement after the Broker has received a letter of advisement. Brokers may utilize Casual Pool persons as employees of the Brokers at the expense of the Broker and not limited to a twenty-one day duration.

- 3.3 The Company, at its sole discretion, may require advertising, decals or trade names and marks to be placed upon the vehicle used by the Broker, with the cost of same to be paid by the Company.
- 3.4 The Broker shall abide by all orders, rules, laws, by-laws and regulations applicable to the operation of a motor vehicle in general, and a delivery vehicle in particular, and shall pay all fines, assessments and penalties resulting from the breach of any such order, rule, law, by-law or regulation.

#### **4. LICENSES & INSURANCE**

- 4.1 It is understood and agreed that both the Company and the Broker shall abide by the relevant federal, provincial and municipal licensing requirements and applicable taxes.
- 4.2 In addition to the licensing requirements as set out in paragraph 4.3, and the insurance requirements set out in paragraph 4.4, the Broker shall carry and keep in force such other policies of insurance which may from time to time be reasonably required by the Company or by any regulatory board, agency, commission or authority and shall be bondable where necessary to meet the Company's service requirements. The cost of a bond will be borne by the Company.
- 4.3 The Broker shall provide all appropriate licensing for the Broker's vehicle in regards to provincial, municipal and city ordinates. The

Company shall provide any and all licensing in respects to the Motor Carrier Commission of the Province of Ontario.

- 4.4 The Broker shall forthwith insure the said vehicle in the amount of \$1,000,000.00 minimum inclusive coverage in respect of public liability and property damage claims, and carry Commercial General Liability insurance with a \$1,000,000.00 bodily injury and property damage limit. For this policy, the Company is to be named as **an** additional insured. The Broker is required to provide evidence thereof to the Company following the signing of this agreement and every six (6) months thereafter or as requested by the Company. The Company reserves the right to vary, amend or modify the level of insurance coverage or type of insurance coverage that the Broker shall provide under this Broker Agreement and payment for the above referenced newly required variation, amendment, modification or type of Commercial General Liability coverage shall be over and above any negotiated broker compensation.

## **5. WORKERS' COMPENSATION**

- 5.1 a) The Broker shall obtain coverage under the *Workplace Safety and Insurance Act*, or obtain exemption therefrom as required by the Act. A copy of the Clearance Certificate shall be provided to the Company immediately following the signing of this agreement and every two (2) months thereafter within seven (7) days before the expiry of the previous certificate.
- b) The Broker shall obtain coverage under the *Workplace Safety and Insurance Act* on behalf of any of the Broker's employees. The Broker further agrees to pay the premiums and provide the Company with evidence of coverage immediately following signing of this agreement, and every two (2) months thereafter within seven (7) days before the expiry of the previous certificate. However, the Company



reserves the right to change the date and frequency that such evidence of coverage shall be produced.

- 5.2 The Broker shall at all times pay, or cause to be paid, any assessment or contribution required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so the Company, in addition to any other rights reserved to it under this Agreement or at law, may retain the amount of such assessment or contribution from any payment then due or to be come due to the Broker under this Agreement and remit same on the Broker's behalf.

## **6. TERMINATION**

- 6.1 The Company or the Broker may terminate this Agreement for any reason, upon the giving of thirty (30) calendar days prior notice in writing to the other party.
- 6.2 Upon the giving or receiving the 30 days notice of intent to terminate this Agreement, as set out in article 6.1 above, the Company reserves the right to require this Broker to continue to provide service during the notice period of thirty (30)calendar days, or to pay the equivalent fees for that thirty (30)day period based on the average of the previous thirty (30)calendar day fee period.
- 3.3 The Company shall have and hereby reserves the right to terminate the within Agreement forthwith and without notice, and without the equivalent fees in lieu of notice, for just cause at the sole discretion of the Company and without restricting the generality of the foregoing, in the event that the Broker:
- a) Is responsible for a breach of any covenant herein to be performed by the Broker;
  - b) Performs his duties or responsibilities in fulfilling this service agreement in an unsatisfactory manner; and

- c) Conducts himself in such a manner that the retention of any account of a third party in good standing is jeopardized or that an account with a third party in good standing is lost
- 6.4 Upon the termination of this Agreement by either party and for any reason whatsoever, the Broker hereby agrees to return to the Company all materials provided to the Broker by the Company.

## 7. INDEMNIFICATION

- 7.1 The Broker undertakes and agrees to defend and indemnify the Company and hold the Company harmless, at the Broker's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Company may sustain or incur by reason of
- a) Any breach of this Agreement by the Broker, any Broker's employees or any persons for whom the Broker is **at** law responsible;
  - b) The acts or omissions of the Broker, Broker's employees or any persons for whom the Broker is at law responsible in performing the services or otherwise carrying on the Broker's delivery business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties except the Company will reimburse the Broker for the cost (exclusive of overdue penalties) of parking tickets reasonably incurred because there is insufficient parking on a consistent basis within reasonable proximity to a customer location, or other new circumstances for which the Broker has not had a reasonable opportunity to adjust including temporary traffic, construction or weather problems.
  - c) Any claim or finding that the Broker, or employees of the Broker, are in an employment relationship with the Company or entitled to any Employment Benefits; or

- d) Any liability on the part of the Company, under the *Income Tax Act* (Canada), *Canada Pension*, and *Employment Insurance Act*, or any other statute, including, without limitation, any Employment Benefits statutes, to make contributions, withhold or remit any monies or make any deductions from payments or to pay any related interests or penalties, with respect to any payments made to the Broker in connection with the performance of the services by the Broker or the employees of the Broker.

## 8. CONFIDENTIAL INFORMATION

- 8.1 The Broker shall undertake and agree to maintain as confidential and secret all information, documents, systems, patents, trademarks, trade names, copy rights, industrial design or other intellectual or industrial property of the Company that the Broker has access to or works with as a result of the Broker's performance of any part of this Agreement.

## 9. NOTICE

- 9.1 Except as otherwise provided for, all notice authorized or required to be given pursuant to this Agreement shall be in writing, and either delivered by hand, mailed by registered or certified first class mail, or postage prepaid as follows:

COMPANY ICS Inc.

City: \_\_\_\_\_, Province: \_\_\_\_\_

BROKER: \_\_\_\_\_

- 9.2 Any such notice shall be deemed to have been given and received, if delivered, on the day on which it was delivered and, if mailed, on the day of receipt. No party shall mail any notice hereunder during any period in which the Canadian Postal Workers are on strike or if any such strike is imminent and may be anticipated to affect normal delivery thereof. A party may change its address for

the receipt of notices at any time by giving notice thereof to the other party.

A copy of any such notice shall be provided to the Union.

## **10. SUCCESSORS AND ASSIGNS**

10.1 This Agreement shall be binding upon the parties hereto **and** shall inure to the benefit of the Company's successors and assigns. This Agreement is personal to the Broker and is not assignable by it and shall not inure to the benefit of its successors and assigns.

## **11. SEVERABILITY**

11.1 The parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

## **12. AMENDMENT**

12.1 This Agreement constitutes part of the Collective Agreement binding upon the parties and together they constitute the entire Agreement between the parties pertaining to the subject matter hereof. It is understood and agreed that this Agreement supersedes all former Agreements entered into between the parties.

## **13. INDEPENDENT ADVICE**

13.1 The Broker acknowledges that the Broker has had an opportunity prior to executing this Agreement to review and seek advice with respect to the contents of the Agreement. and the Broker does further agree to and understands the contents of the Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto dated this

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED INFORMATION COMMUNICATION  
AND DELIVERED ) SERVICES

in the presence of: ) (ICS) INC.

)

) Per: \_\_\_\_\_

)

)

)

\_\_\_\_\_ ) Per: \_\_\_\_\_

Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Broker

**SCHEDULE "B"**  
**BROKER FEE SCHEDULE**

Upon ratification, the Brokers shall receive their current Daily Fees plus 2.75% of their current Daily Fee from the start of year 1 of the new collective agreement. until November 1, 2000.

Changes to the attached Broker Fee Schedule will be effective November 1, 2000 and for any Broker starting after July 21, 2000, effective immediately.

Broker Fee Schedule Minimum (effective November 1, 2000):

Each person who was a Broker as of July 21, 2000 shall receive the greater of

Fees generated by the Broker Fee Schedule (November 1, 2000)

**OR**

The Daily Fees for each Broker route as on the attached Schedule of Broker Daily Fees as of November 1, 2000 plus:

Year 1 – 2.75% of the July 21, 2000 rate;

Year 2 – 2.5% of the July 21, 2000 rate;

Year 3 2.5% of the July 21, 2000 rate.

(List of rates as at July 21, 2000, next page)

**SCHEDULE "B" (Page 2)**  
**BROKER FEE SCHEDULE**  
**Schedule of Broker Daily Fees**  
**As at July 21, 2000**

<u>Route Number</u>	<u>Branch Location</u>	<u>Fee</u>
30	Stoney Creek	\$203.24
040/120	Stoney Creek	\$163.26
47	Stoney Creek	\$154.50
116/A114	Stoney Creek	\$179.22
149/113	Stoney Creek	\$182.68
A014/A133	Stoney Creek	\$192.84
A034/A115	Stoney Creek	\$146.78
4161	Stoney Creek	\$147.30
043	Barrie	\$174.52
1043	Barrie	\$202.78
3	Cambridge	\$120.20
49	Cambridge	\$134.74
63	Cambridge	\$140.10
126	Cambridge	\$164.72
1003	Cambridge	\$128.94
1031/128	Cambridge	\$135.50
A008	cambridge	\$115.84
A040	Cambridge	\$123.60
A041	Cambridge	\$124.14

**SCHEDULE "B" (Page 3)**  
**BROKER FEE SCHEDULE**  
**November 1, 2000**

**1. Daily fee to recognize the capital cost of the vehicle.**

		<b>YR1</b>	<b>YR2</b>	<b>YR3</b>
Mini-van	170.4 cu. ft.	\$25.55	\$25.93	\$26.32
¾ Ton Van	267.3 cu. ft.	\$29.50	\$29.95	\$30.40

**2. Operating expenses**

Mini-van – \$0.10 per km for the first 175 km (\$0.15 per km in excess of 175)

¾ Ton – \$0.14 per km for the first 175 km (\$0.19 per km in excess of 175)

**3. Per Call Fee**

\$0.98 – year 1

\$1.03 – year 2

\$1.06 – year 3

Call is defined as "Visiting a customer premise or office with the intent of picking up or delivering materials. Each separate office or mailroom is counted as one call."

**4. Fee per Premium Transaction**

\$0.15

Premium transaction is defined as "any material that has paperwork with a bar-coded tracking number that is scanned into the Company's Track 'n Trace system."

**5. Rural Route Supplement**

\$25.00 on routes which include more than 175 km and less than 75 calls.

Please note that Rural Route supplement will expire once the formula amount exceeds the minimum guarantee consistently for 9 consecutive weeks.