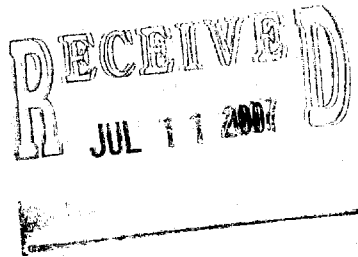


SOURCE	Union		
EFF.	2002	12	01
TERM.	2005	11	30
No. OF EMPLOYEES	34		
NUMBER WITHDRAWS	J		

## COLLECTIVE AGREEMENT



Between

**ICS Courier**

(a Division of Information Communication Services (ICS) Inc.)

(hereinafter referred to as "the Company")

and

**Communications, Energy and Paperworkers  
Union of Canada (CEP) and its Local333**

(hereinafter referred to as "the Union")

**INDEXED**

13733(01)

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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:
- 333-29-** Couriers working in and out of Metropolitan Toronto, excluding Broker Drivers, Supervisors and those above the rank of Supervisor.
  - 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.
  - 333-38 –** All employees of the company in the Municipality of Metropolitan Toronto, excluding Brokers, Couriers, Clerical, Office and Sales staff, Route Auditors, Maintenance Personnel, 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.
- 2.04 Notwithstanding anything contained herein, the number of Broker's employed by the Company in Metropolitan Toronto shall not exceed one broker: five bargaining unit employees.

### Casual Pool & Temporary Agency Employees

**2.05** 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 designated Union person 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.

#### Anti Harassment Policy

- 3.02 The Union and the Company will, during the first year of the Collective Agreement meet and devise an agreed to policy. The policy will then be modified by mutual consent between the parties. The policy will be both grievable and arbitral.

#### **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 become and remain members of the Union. 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:

- 333-29 1 Bargaining Unit Chairperson + 4 Stewards
- 333-35 1 Bargaining Unit Chairperson + 1 Alternate
- 333-36 1 Bargaining Unit Chairperson + 1 Alternate
- 333-37 1 Bargaining Unit Chairperson + 1 Alternate
- 333-38 1 Bargaining Unit Chairperson + 4 Stewards

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:

- 333-29 3 members
- 333-35 1 member
- 333-36 1 member
- 333-37 1 member
- 333-38 3 members

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:

- (333-29) – 3 employee days (i.e., 1 employee x 3 days or 3 employees x 1 day)
- (333-35) – 1 employee day
- (333-36) – 1 employee day
- (333-37) – 1 employee day
- (333-38) – 3 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, and three (3) each for 333-38 and 333-29 except for collective bargaining and 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, the Human Resources Representative and the Branch Manager, if required, Such meeting to 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 fi-om 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. 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 eighteen (18) months.

If a repeat or similar infraction occurs within eighteen (18) months, the repeat similar infraction remains on the file for a further eighteen (18) months from the date of the most recent infraction.

#### **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) (333-29/333-35/333-36/333-37- 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 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 For the purposes of this Article and this Agreement, the work week shall be defined as Monday to Saturday.

A shift starting at or after 10:30 pm on Sunday evening shall be a Monday shift. Notwithstanding the above, the Company and the majority of the employees on the shift affected may mutually agree to an earlier start on Sunday.

11.05 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- 112) 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) hours 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 7<sup>th</sup> 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 (333-29)

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) (333-35/333-36/333-37/333-38)

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 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 (3 in bargaining unit **29**) 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 at that location.

There shall be a maximum of two postings per branch (3 in bargaining unit **38**) 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, the Company will consider the knowledge, training, skill and ability of the individual to perform the normal required work and where these are relatively equal, 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, he shall be returned to his former job and the vacancy may be filled in accordance with the original posting.

- 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 ninety (90) 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).

### Spare Driver Postings

- 14.04 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 1<sup>st</sup> ten (10) 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) months at the wage stipulated in this Agreement and shall be required to pay Union dues. 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) calendar 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 reason acceptable to the Company;
- 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.

#### Layoffs and Bumping

15.04 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 except as in Article 15.05 a) iv) for bargaining unit 333-29.
- 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.

**333-29**

In unit **333-29** the Spare Driver laid off in the branch initially affected has the right to exercise their right to:

1. Bump the most junior Spare Driver in the other branch or
2. Bump as per 15.05 b).

b) i) Bargaining Unit **333-35/36/37**

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.

ii) Bargaining Unit **333-29**

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 a junior Driver.

If the chain of bumping will result in a reduced number of Drivers, two additional bumps will be permitted at this stage prior to the final bump of the most junior Driver.

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

- 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 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 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 six (6) months following such transfer or promotion and should such employees return to the bargaining unit within such six (6) 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 six (6) 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 employee 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 Should **an** employee transfer to a position outside the bargaining unit in order to cover for an employee on maternity leave the **6** 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 one (1) paid floater holiday 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 **1<sup>st</sup>** 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, 2004, each employee who has completed his/her probationary period, is entitled to two **(2)** 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.

#### **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 paycheck.
- 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 six (6) year's 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.

Commencing in the 2<sup>nd</sup> year of the collective agreement, all employees with one (1) year's service, but less than five (5) year's service shall be given two (2) weeks vacation with pay.

- 18.02 Employees with six (6) 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.

Commencing in the 2<sup>nd</sup> year of the collective agreement, all employees with five (5) year's service, but less than ten (10) year's service shall be given three (3) weeks vacation with pay.

- 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.

Commencing in the 2<sup>nd</sup> year of the collective agreement, all employees with fifteen (15) year's service, shall receive 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.

- 18.04 Employees who sever or have their employment severed, shall receive with their last pay cheque all vacation pay to which they are entitled.

- 18.05
- a) On January 15th of each year, the Company shall post a list upon which the employees shall indicate their vacation preference.
  - b) All employees shall give their preference of vacation at the latest by February 15th.
  - c) On March 15<sup>th</sup>, the Company shall post the final vacation schedule. After March 15<sup>th</sup>, no vacation may be changed without the consent of the employee or employees concerned, and the Branch Manager, unless an emergency requirement arises.
  - d) 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.
  - e) **An** employee's third and fourth week of vacation shall be taken at a time mutually agreed upon between the Company and the employee.

- 18.06 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.
- 18.07 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.

##### Bereavement

- 19.02 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, father, mother, 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 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 differed up to one (1) week, at the Employee's request if the Employee requires out of town travel to attend funeral arrangements.

##### Child Care Leave

- 19.03 Employees are entitled to the childcare leave provided for in the *Canada Labour Code*.

Any improvements to the Canada Code will be implemented immediately.

Juror or Subpoenaed Crown Witness

- 19.04 **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.

Canada Labour Code

- 20.02 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*.
- 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 benefits will be changed as follows:

- 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 1% of gross earnings from the Employer. Commencing in the 2<sup>nd</sup> year of the Collective Agreement the Company will match employee contributions of 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 1<sup>st</sup> pay period of January, April, June 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 and the new Spare Driver rate effective from filling of newly posted vacancies. Current (as of date of settlement) Spare Drivers who remain Spare Drivers as a result of the posting process will receive the new Spare Driver rate retroactive to the start of the 1<sup>st</sup> pay period following ratification.

In bargaining unit **333-29** the wage increases would be effective at the start of the 1<sup>st</sup> pay period following ratification and at the 1<sup>st</sup> and 2<sup>nd</sup> anniversaries of ratification for year **2** and year **3** respectively.

Stoney Creek (333-35)  
December 1, 2002 – November, 30, 2005

Cambridge (333-36)  
March 15, 2003- March 14, 2006

Barrie (333-37)  
March 22, 2003 – March 21, 2006

Toronto/Scarborough Sorters (333-38)  
January 27, 2003 – January 26, 2006

Toronto/Scarborough Drivers (333-29)  
November 2, 2003 – November 1, 2006

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 for bargaining units **333-35, 333-36, 333-37 only.**

Dated at Toronto, Ontario this \_\_\_\_ day of \_\_\_\_\_.

For the Company:

Carol Boucher, Director, HR  
Catherine Chisholm, Director, Central Region  
Ben Lenton, Employee Relations Manager

For the Union:

Karl Nerkowski, 333-29  
Mike Gorrie, 333-29  
Fred Barrios, 333-29  
**Harry Boyd, 333-35**  
Terry Brown, 333-36  
Jim Kirton, 333-37  
**Imran Ahmad, 333-38**  
Blanka Hryciuk, 333-38  
Ann-Marie Edwards, 333-38  
Ken Cole, President/Business Agent  
Local 333

<b>Classification</b>	<b>Rate of Pay</b>				
	Entry	6-month	12-month	24-month	30-month
SORTER	8.35	8.45	8.55	8.95	10.81
CLERICAL	8.95	9.05	9.15	9.55	11.71
COURIER/WALKER	9.75	10.25	10.85	11.45	14.08
SPARE DRIVER	10.75	11.25	11.85	12.45	15.08
DRIVER 5-TON	11.30	11.65	11.90	12.20	14.97
TRACTOR TRAILER DRIVER	12.35	12.65	12.95	13.35	16.39

<b>Classification</b>	<b>Rate of Pay</b>				
	Entry	6-month	12-month	24-month	30-month
SORTER	8.45	8.55	8.75	8.95	11.03
CLERICAL	9.05	9.15	9.25	9.55	11.94
COURIER/WALKER	10.00	10.25	10.85	11.45	14.36
<b>SPARE DRIVER</b>	11.00	11.25	11.85	12.45	15.36
DRIVER 5-TON	11.65	11.90	12.20	13.00	15.27
TRACTOR TRAILER DRIVER	12.65	12.95	13.35	14.65	16.72

**WAGE RATES  
YEAR 3**

<b>Classification</b>	<b>Rate of Pay</b>				
	Entry	6-month	12-month	24-month	30-month
SORTER	8.55	8.65	8.75	8.95	11.58
CLERICAL	9.15	9.25	9.35	9.55	12.54
COURIER/WALKER	10.25	10.50	10.85	11.45	15.08
<b>SPARE DRIVER</b>	11.25	11.50	11.85	12.45	16.08
DRIVER 5-TON	11.90	12.20	13.00	14.00	16.04
TRACTOR TRAILER DRIVER	12.95	13.35	14.65	15.35	17.56

## **EFFECTIVE DATES**

Wage increases will be effective on the first day of each new Collective Agreement except for the Toronto Drivers (333-29) which will receive first year pay increases effective on the first day of the pay period following ratification and at the 1<sup>st</sup> and 2<sup>nd</sup> anniversaries of ratification for year 2 and year 3 respectively.

The early implementation of the Toronto Drivers wage increases shall be an amendment to the pay rates of the remaining term of the Toronto Drivers (333-29) Collective Agreement.

## **LUMP SUM PAYMENTS**

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

The persons who received the lumps sums during year 3 of the last agreement will receive a lump sum payment of \$500 payable \$400 with 1<sup>st</sup> full pay period following ratification and \$100 as a Christmas bonus payable on the December 11, 2003 pay date. All amounts less deductions required by law. For bargaining unit 333-37, the payment schedule will be \$300 with 1<sup>st</sup> full pay period following ratification and \$200 as a Christmas bonus payable on the December 11, 2003 pay date.

Commencing in Year 2 these same persons will receive a 1% wage supplement for the balance of the 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 a level in the wage grid that provides an increase. 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 (30) 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 **2<sup>nd</sup>** year of the Collective Agreement, the shift premium referred above will be thirty five (35) cents per hour.

In bargaining unit 333-37, the shift premium will be twenty five **(25)** cents per hour in year 1, thirty **(30)** cents per hour in year 2 and ~~thirty~~ thirty five (35) cents per hour in year 3.

### **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.

### **Hub Operation (Judson Branch) Dock Worker/Box Sort Premium**

A premium of \$0.30 per hour shall be paid for all hours worked on the PM and AM shifts in which a Sorter at the Judson branch has been assigned by management to "clear the docks" and do "box sort".

This does not apply to occasional removal of material off the dock and shall be discontinued when a mechanical materials handling system is operational.

### **Grand-fathered Employees**

The persons whose rates are above the new top rate will receive a 2% increase to their current wage rate in year 1 and are eligible for the Lump Sum payments as described above. In year 2, grand-fathered employees will receive a 2% increase to their wage rate and a 1% wage subsidy. In year 3, grand-fathered employees will receive a 1% wage subsidy.

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 for bargaining units 333-35, 333-36, 333-37 only.

Dated at Toronto, Ontario this \_\_\_\_ day of \_\_\_\_\_.

For the Company:

\_\_\_\_\_  
Carol Boucher

\_\_\_\_\_  
Catherine Chisholm

\_\_\_\_\_  
Ben Lenton

For the Union:

\_\_\_\_\_  
Karl Nerkowski, 333-29

\_\_\_\_\_  
Mike Gorrie, 333-29

\_\_\_\_\_  
Fred Barrios, 333-29

\_\_\_\_\_  
Harry Boyd, 333-35

\_\_\_\_\_  
Terry Brown, 333-36

\_\_\_\_\_  
Jim Kirton, 333-37

\_\_\_\_\_  
Imran Ahmad, 333-38

\_\_\_\_\_  
Blanka Hryciuk, 333-38

\_\_\_\_\_  
Ann-Marie Edwards, 333-38

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Ken Cole  
President/Business Agent Local 333

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