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COLLECTIVE AGREEMENT

BETWEEN:

**INSURANCE COURIER SERVICES
(A Division Of Information Communications Services (ICS) Inc.)**

(hereinafter referred to as "the Company")

BURLINGTON, ONTARIO

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA, (CEP)**

(hereinafter referred to as "the Union")

333-35

TERM: DECEMBER 1st, 1996 to NOVEMBER 30th, 1999

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 in the City of Burlington, Ontario, excluding supervisors and those above the rank of supervisor.
- 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 lay-off of employees in the Bargaining Unit.
- 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 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.

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 The parties mutually agree that any employee of the Company covered **by** this Agreement may become a member of the Union if he so wishes to do so and may refrain from becoming a member if he **so** desires.

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.

5.03 **(a)** The Company will deduct from all bargaining unit employees, the amount of monthly dues 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 Financial Secretary 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:
- (i) 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;

The Company agrees to record the annual dues *for* each employee on his T-4 form;

- (ii) Every *six* (6) months, a **list** of the current employees, their address and telephone numbers.

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 Steward. **The** Steward shall have completed his probationary period with the Company and shall **be** a regular employee of ~~the~~ Company during his time in office. The Company, will recognize and bargain with the Steward on any matter properly arising on negotiations for the renewal of this Agreement. The privileges of **the** Steward to leave his work is granted on the following conditions:

- (a) There will be loss of pay while absent from work. The Steward required to leave his work for purposes ~~of~~ negotiations shall have his pay **and** benefits continued and the Union shall **be** billed the cost of such pay and benefits on a monthly basis **by** the Company. The Union shall remit payment to the Company within fifteen (15) **days**;
- (b) Such business and time devoted shall **relate to** negotiations for the renewal of this Agreement.

- 6.02 (a) The name and jurisdiction of each Steward 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 Steward shall be deemed to be an official of the Union. The parties hereto agree that the Union official occupies a position 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 for his regular scheduled work time spent in servicing grievances of employees up to but excluding arbitration.

ARTICLE 7 -GRIEVANCEPROCEDURE

- 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 an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint.

STEP NO. 1

The employee with the assistance of a Steward, if desired, shall discuss his complaint with his immediate supervisor within two (2) working days of the circumstances giving rise to the complaint having originated or occurred or should have been known by the Grievor. **The** supervisor shall give an oral answer to ~~the~~ Grievor within two (2) working days. Failing settlement, it may be then taken up within three (3) working days following the Supervisor's decision in the following manner and sequence.

STEP NO. 2

The grievance shall be reduced in writing and presented to the Branch Manager within three (3) working days of the receipt of the Supervisor's oral 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 and shall be signed by the employee and countersigned by the Steward. **The** Branch Manager shall render his decision in writing within three (3) working days.

STEP NO. 3

Failing satisfactory settlement **at Step** No. 1, the Union may within three (3) working days request a meeting to **be held** with the Union Staff Representative, the Steward, **and** the District Manager or **his** delegate. Such meeting to **be** held within ten (10) working days following receipt of the Union's written request. The District Manager will provide the Union with a **written** decision within five (5) working days after **such** meeting.

STEP NO. 4

Should a mutually satisfactory conclusion not be reached through the foregoing steps of the grievance procedure then the Union may, within ten (10) working days from the third step decision, refer the matter to a Board of Arbitration as provided in Article 8 hereof. If the request for arbitration is not given within the said ten (10) 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 No. 2 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) **days** of the date that the incident giving rise to the complaint became known to the Union or Company and shall commence with **Step No. 2** 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** No. 2 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 No. 2 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 shift, at a time mutually agreed upon.

It is understood and agreed that for purposes of Articles 6 and 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 determine the hours of work **and/or** schedules 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 over all operations, buildings, machinery, 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 - SUSPENSION AND DISCHARGE

- 10.01 (a) An employee, other than a probationary employee, who ~~is~~ suspended or discharged shall have the right to have a Union Steward or Representative present at any formal meeting where such suspension or discharge is issued;
- (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 discharge.
- 10.02 The Company will provide the employee with a copy of any written disciplinary action.

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) 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 a one-half (½) hour unpaid lunch and a normal work week varying from forty (**40**) to forty-eight (**48**) hours, excluding unpaid lunches.
- (b) Where it **is** not possible to provide for a normal work day **and** normal work week as described in Article 11.02(a), 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.

- 11.03 A minimum of one-half ($\frac{1}{2}$) 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.
- 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 Time **and** one half ($1\frac{1}{2}$) an employee's straight hourly rate shall be paid for all hours worked in excess of nine (9) hours per day or in **excess** of forty-five (45) hours per week.
- 11.07 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-noted steps, the Company shall select the junior employee 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 three (3) hours of work at their straight time hourly rate, or if no work is available shall receive three (3) 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%) for the 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 (a) 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;

(b) Brokers' terms and conditions and fees are set forth in Schedule "B" attached hereto.

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** 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) 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 in any of the job classifications within the bargaining unit, the Company will post a notice of the 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 day period using the form supplied by the Company. Only those employees for whom ~~the~~ vacant job will **be** a promotion will be eligible to make application.
- (b) 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;
- (c) Should the successful applicant *for* such vacancy be unsatisfactory, he shall be returned to his former job.
- 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.

14.03 Within ten (10) working days immediately following the posting **period**, the Company **will** notify the successful candidate and the Union.

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 maintain seniority lists as defined in this clause showing each employee's seniority date. Copies of the seniority lists shall be posted on bulletin boards and sent to the Union;

(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 had 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 twelve (12) months;
- (d) Fails to return to work upon termination of an authorized leave of absence unless prior arrangements acceptable to the Company have been made for an extension of such leave;
- (e) Utilizes a leave of absence for purposes other than those for which the leave of absence **was** granted;
- (9) 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) 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) working **days** fails, when so requested, to produce a *certificate* from a licensed medical practitioner verifying **such illness** or **disability**;
- (h) Retires;
- (i) Fails to report for work for three (3) consecutive working **days** without a reason satisfactory to the Company;
- (j) **Refuses** to consent to a Company requested medical examination, the cost of which is *to be paid by the* Company. This provision is not to **be** used for random *drug* testing. *Any drug testing* will be in accordance with Company policies;
- (k) Retires;
- (l) Loses his **driver's license** pursuant to **the** provisions of the Criminal **Code** of Canada and/or the **Highway Traffic Act**, as amended.

15.04 In all cases of layoff or recall from layoff the Company will consider its operational needs and the knowledge, training, skill, and ability of the individual to perform the normal work required and where these are **relatively equal, seniority will be** the deciding factor.

The term "layoff" as used herein shall mean the imposed absence from work of an employee by the Company for a period greater than five (5) days. A layoff of less than five (5) days shall be termed a temporary layoff and in such circumstance the Company shall not be required to consider seniority in determining those employees to be temporarily laid off.

15.05 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 lay-off.

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

15.07 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.

ARTICLE 16 - PAID HOLIDAYS

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

New Year's Day

Labour Day

Good Friday

Thanksgiving Day

Victoria Day	Canada Day
Christmas Day	<i>Boxing Day</i>
August Civic Holiday	

- 16.02 **An** employee who is required to work on any of the **holidays** listed in 16.01 above, shall **be** paid at time and one half (1%) his straight hourly rate for all hours so worked, **and** in addition, he/she 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 said vacation period.
- 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 general 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 When a supervisor or other management representative is not available to personally distribute the pay cheques, they shall **be** placed in sealed envelopes.

The Company shall have the right to introduce pay by direct deposit during the term of this Agreement.

ARTICLE 18 - VACATIONS AND VACATION PAY

- 18.01 All employees with one (1) year's service, but less than six (6) 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 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.
- 18.03 Employees with eleven (11) 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 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 15th, the Company shall post the final vacation schedule;
- (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 be not be postponed from one (1) year to another and must **be** taken during the year of entitlement for such employee.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 A seniority employee may **be** granted a leave of absence without pay at the Company's discretion.

19.02 (a) In ~~the~~ event of a death in the immediate family, an employee shall **be** allowed time off with pay not to exceed three (3) consecutive days immediately following the date of death;

(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 spouse, father, mother, brother, sister, son, daughter, 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.

19.03 Employees are entitled to the child care leave provided for in the Canada Labour Code.

19.04 **An** employee who **is** selected for service as a juror or subpoenaed **as** a **crow**n 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 A copy of the Canada Labour Code will be posted in the workplace.

ARTICLE 21 -GENERAL

21.01 The Company will furnish the Union with a Bulletin Board, with a plastic sliding door, for use of the Union in posting Union notices and official papers. Notices will be posted only **by** the authorized Union Representatives after being approved by the Branch Manger and/or his designate.

21.02 The Company shall pay **the** regular hourly rates to all employees compelled *to* attend company meetings.

21.03 **An** employee **will** be paid for all time spent in assigned training at their regular hourly rate.

21.04 No driver shall **be** responsible for any fines for over weight where the Company has directed him to operate a vehicle in **excess** of the legal load limited.

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.

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 white such employees are not on lock-out, strike or lay-off. 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 Workers' Compensation 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.

ARTICLE 23 - DURATION

- 23.01 This Agreement shall **be** effective from December 1, 1996 and **shall** remain in force through to November 30, 1999 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.

Dated at London, Ontario this 1 day of September, 1996

For the Union:

Thomas Belmont

For the Company:

[Signature]

For the Union:

[Signature]

For the Company:

[Signature]

For the Union:

For the Company:

For the Union:

For the Company:

SCHEDULE "A"
WAGE RATES
(EXCLUDING BROKERS)

Classification	Rate of Pay					
	Start	6 months	12 months	24 months	36 months	48 months
Courier	\$9.50	\$10.25	\$10.85	\$11.45	\$12.00	\$12.35
Sorter	\$8.15	\$ 8.35	\$ 8.55	\$ 8.95	\$ 9.25	\$ 9.50
Clerical	\$8.75	\$ 8.95	\$ 9.15	\$ 9.55	\$10.00	\$10.30

- Three (3) year term - effective date of ratification;
- Spare driver - courier rate plus 60¢ premium after two (2) years service as a spare driver;
- Progression through above wage grid will be as follows:
 - Those employees earning less than the start rate for their classification will move to the start rate and thereafter progress through wage grid;
 - Those employees earning less than the top rate in their respective classification will progress or move to the next highest rate above their current rate effective the date of ratification and thereafter progress through the wage grid on their respective anniversary hire date;
- Those employees who, on the effective date of ratification, are to receive an initial wage rate adjustment of less than three (3%) percent will move or progress two (2) levels on the wage grid above their current rate in effect on the date of ratification and thereafter progress through the wage grid on their respective anniversary hire date;
- Effective the third year of the Collective Agreement, a three (3%) percent increase will be implemented to the top rate as set forth at forty-eight (48) months on the above wage grid;
- Date of ratification was **December 1, 1996**.

SCHEDULE "B"

BROKERS' TERMS AND CONDITIONS

The parties agree that the following terms and conditions will apply to all individuals operating as Brokers for the Company in the City of Burlington:

1. Where applicable the terms and conditions of the Collective Agreement will apply to all Brokers. In the event of a conflict between a term and condition in the Collective Agreement and this Schedule "B" the terms and conditions of Schedule "B" will apply and supersede the provisions of the Collective Agreement.
2. During the term of this Agreement, the Company shall engage the Broker to provide certain delivery and/or pick-up services to such Company accounts or clients as the Company may determine from time to time to form a part of a Broker's delivery route as determined by the Company.
3. In providing such services to the Company, the Broker shall provide safe, prompt and efficient service and shall at all times act in the best interests of the Company.
4. The Broker acknowledges that his responsibilities require the fulfilling of every delivery and/or pick-up of contract for parcels, letters and materials to a third party and to fulfil and complete the service in an orderly, competent, skilful, professional and satisfactory manner. The Broker will provide his services in such a manner that the retention of the goodwill of the Company with a third party is not jeopardized and remains at all times in good standing.
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.
6. The Company shall retain sole and exclusive jurisdiction to determine the nature and extent or the structure of the route to be serviced by the Broker.
7. The Broker shall comply with all statutes, regulations and rules of provincial and federal government and regulatory agencies.
8. The Company shall establish the delivery schedule to be followed by the Broker.
9. The Broker may obtain and maintain Worker's Compensation coverage in accordance with the provisions of **the Worker's Compensation Act**, and shall be

responsible for all premiums, assessment and other costs associated with such coverage.

10. The Broker agrees to abide by any current or future reasonable company operating rules, policies or guidelines as developed and distributed to the Broker by the Company from time to time.
11. The Company reserves the right to perform route audits in order to ensure the efficient fulfilment of the services provided by the Broker with respect to the timely pick-up and delivery of material by the Broker. The Brokers agrees to fully co-operate with the Company in the performance of such route audits.
12. The Broker shall be paid by the Company, the fees set out in Appendix "A" attached hereto and forming part of the terms and conditions of Schedule "B".
13. The Broker shall be responsible for all expenses incurred by him related directly or indirectly to the performance of services pursuant to this agreement.
14. The Broker shall own or lease and maintain in such proper condition and appearance a vehicle as required by the Broker to preserve and promote the good name and goodwill of the Company, and perform in his obligations pursuant to this Agreement.
15. The Broker shall provide a vehicle, owned or leased by the Broker, to be utilized by the Broker in the performance of his services on the terms and conditions outlined in Appendix "B" attached hereto and forming part of the terms and conditions of Schedule "B".
16. The Broker shall obtain and keep in force such policies of insurance, bonds or deposits which may from time to time be required by the Company or by any regulatory board, agency, commission or authority in connection with the performance of the services by the broker.
17. The Broker undertakes and agrees to defend and indemnify the Company and hold the Company harmless from any liability on the part of the Company, under the *Income Tax Act*, *Canada Pension and Unemployment Insurance Act*, or any other statute, including, without limitation, any employment benefits statute, to make contributions, withhold or remit any monies or make any deductions from payments or to pay any related interest or penalties, with respect, to any payments made to the Broker in connection with the performance of the services by the Broker.
18. It is agreed and understood that the status of brokers shall be as set forth in the Certificate dated September 18, 1995 issued by the Canada Labour Relations Board.

APPENDIX "A"

1. ~~The Broker~~ shall be paid a fee by the Company for the provision of services and ~~the~~ supply of a vehicle as follows:
 - ~~a~~ His/her current daily rate fee in effect on the date of ratification ("Daily Fee");
 - ~~b~~ Effective on the date of ratification, an increase of three (3%) percent of the Daily Fee will be implemented to the daily fee;
 - ~~c~~ Effective the start of the second (2nd) year of the Collective Agreement, an increase of three (3%) percent of the then Daily Fee will be implemented to the Daily Fee;
 - ~~d~~ Effective the start of the third (3rd) year of the Collective Agreement, an increase of three (3%) percent of the then Daily Fee will be implemented to the Daily Fee.
2. ~~The Broker~~ will be responsible for invoicing the Company for the provision of the ~~services~~ services on a weekly basis.
3. ~~It is understood and agreed~~ that the Company normally makes payment within ~~10~~ 10 days of receipt of an invoice. Should the Company dispute any ~~portion~~ portion of any invoice, the Company shall notify the Broker in writing within four ~~days~~ days of the receipt of the invoice of the disputed portion and the reason ~~therefor~~ therefor. The Company shall pay the undisputed portion within the time stated above. Upon ~~settlement~~ settlement of any such dispute, the Company shall pay to the Broker the amount ~~disputed~~ in settlement of such dispute.
4. ~~The Broker~~ agrees to pay on his own account all expenses related to Income ~~Tax~~ Tax, Canada Pension, Unemployment Insurance, and any business tax, if ~~applicable~~ applicable in each case. It is understood and agreed that all the foregoing are ~~the~~ and exclusive responsibility of the Broker.