

JULY 21, 2000

LIST OF AGREED EMPLOYEE NON-MONETARY AND  
MONETARY ITEMS

BETWEEN

INFORMATION COMMUNICATION SERVICES (ICS) INC.

AND

COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION OF CANADA, AND ITS LOCAL 333

**The following changes shall be made to the 'Toronto Drivers Collective Agreement where applicable. Collective Agreements for bargaining units 333-35, 333-36, 333-37, 333-38 will be identical except as expressly provided including, without limitation, provisions for Sorters, Brokers and Clerical**

## AGREED NON-MONETARY ITEMS (AS OF JULY 21, 2000)

### CASUAL POOL EMPLOYEES

#### 2.04

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 pool employees shall be covered by the collective agreement except:

1. Have no seniority, layoff, recall or bumping rights however they shall be called in order based on start date.
2. Have no entitlements to insured benefits, income replacement benefits, statutory holidays, vacations (except as provided by the Canada Labour Code).
3. Casual employees may bid for posted positions in their classifications which have not been filled by seniority applicants. Such bids shall be awarded in the order of last date of hire provided that the successful candidate shall then commence his probationary period.
4. The termination of a casual pool employee shall be at the sole discretion of the Company and shall not be subject to the Grievance and Arbitration procedures.

Company use of Casual Pool employees will be limited as follows:

- A. When the duration of an absence is known at the outset to be greater than twenty-one (21) days, the vacant position will first be offered in order of seniority to employees at the location and in the same classification who can perform the normal duty with a maximum two day orientation period.
- B. When the duration of the absence is known at the outset to be twenty-one (21) days or less the Company may utilize a Casual Pool employee.
- C. Brokers may utilize Casual Pool persons as employees of the Brokers at the expense of the Broker and not limited to twenty-one (21) days duration

- D. When the duration of an absence which **was** originally 'anticipated to be twenty-one (21) days or less subsequently turns out to be longer than **twenty-one (21) days**, the position will, at that time, be offered as in **paragraph A** above provided it **is** then anticipated to last at least a further twenty-one **(21) days**.

Comparry suggests that # C outlined above will be re-located to Appendix "A" – Broker Agreement (section 3.2)

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

## **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 the Unit Chairperson.
- (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** Add: "an Initiation Fee" following "monthly union dues"

**5.03 (a)** Add: "an hitiation Fee" following "monthly union dues"

Change Financial Secretary to Treasurer

**5.03 (b)** Insert in third paragraph

On a monthly basis, a list of current employees, their addresses and telephone numbers.

## **ARTICLE 6- UNION REPRESENTATION**

- 6.01 Change to Reflect
- 333-35 1 Bargaining Unit Chairperson  
1 Alternate
- 333-36 1 Bargaining unit Chairperson  
1 Alternate
- 333-37 1 Bargaining Unit Chairperson  
1 Alternate
- 6.01 (a)
- 333-38 Change to 3 members
- 6.01 (it)
- 333-29 Change to 3 members

## **ARTICLE 7- GRIEVANCE PROCEDURE**

### Article 7 - Grievance Procedure

#### 7.03 Amend as follows:

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.

#### 7.03 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.

7.03 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, 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).

7.03 Step No. 4 - change to Step No. 3

7.04 & 7.05 Change reference to Step 2 to Step 1

Step 3 Change to Reflect

Chairperson and Steward if applicable

7.03 Step # 4

Amend last sentence at follows:

Should a mutually satisfactory conclusion not be reached through the foregoing steps of the Grievance Procedure then the Union may within twenty-one (21) working days from the third step decision, refer the matter to a Board of 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.

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

10.01 (a) Reword ~~as~~ follows:

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)

10.02 (b) NEW – Add the following

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.

## **ARTICLE 11 – HOURS OF WORK**

**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.

**11.07 (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 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 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).

### 14.01 (b)

#### ***Prior to posting the vacancy:***

Tractor Trailer drivers shall be given preference for vacancies in their own classification.

5-Ton drivers shall be given preference 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 **par branch** for Courier positions (333-29). 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 for Sorter positions (333-38)**. An employee may not post within his classification for a minimum of six months unless mutually agreed by the parties.

### 14.01 (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.

### 14.01 (d)

Should the successful applicant for such vacancy be unsatisfactory, he shall be returned to his former job and the vacancy may be filled without further posting. Any vacancy arising as a result of filling the posted vacancy may be filled without further posting.

**RE-NUMBERED AS ABOVE**

14.02 (b) Amend last sentence as follows

Temporary transfer!; shall be transfers of ninety (90) days or less, which may be extended by mutual agreement between the parties.

### **NEW – BRANCH TRANSFERS (LETTER OF AGREEMENT)**

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

- The employee transferring to another Branch will go to the bottom of the seniority list
- The Employee will relinquish all seniority rights from the Branch from which the employee has transferred
- The Employee will carry wages and benefits entitlement to the new depot
- A declined transfer by the employee will nullify the transfer request
- Transfer requests must be renewed annually in order to be considered.
- The Human Resources department will date stamp the request on receipt and forward a stamped copy to the employee

### **ARTICLE 15 – SENIORITY**

15.02 (a) Add the following sentence

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.

15.03 (d) Amend as follows

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.

15.03 (g) Amend as follows

Upon return to work following illness or disability in excess of three (3) consecutive working days fail!;, when so requested to produce a certificate from a licensed medical practitioner verifying such illness or disability.



15.03 (h) Amend as follows

**Fails** to report to work for three (3) consecutive working days except for a bona fide reason beyond the employee's control

15.03 (i) Amend as follows:

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 tie in accordance with applicable legislation. This provision is not to be used for random drug testing.

15.03 (l) Add the following sentence

**has** committed theft of Company or customer property.

**NEW --** 15.03 (m) Amend as follows

**continues** to operate a Company vehicle while under suspension.

Letter of Agreement (**Re!**: 15.03 (m))

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

15.05 Amend *EIS* follows; and add to existing language.

Layoffs anticipated to be less than 5 **days**, the Company will endeavour to give as much notice **as** possible.

15.07 (b) **Add** paragraph to existing language.

In order for **an 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.

**NEW --** 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 17 – PAY PERIOD**

17.03 Add to end of Article

Direct deposit shall be mandatory once introduced

**ARTICLE 18 – VACATIONS AND VACATION PAY**

18.05 (c) Amend as follows

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.

**18.07 – NEW**

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

**ARTICLE 21 – GENERAL**

21.04 Amend as follows

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.

## **GENERAL**

### **21.07 NEW – PICKET LINES**

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 NEW -- CEP LOGO**

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 NEW -- PERSONNEL RECORDS**

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.

### **21.10 NEW -- DISCIPLINE RECORDS**

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

## **LETTERS OF UNDERSTANDING**

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

## **AGREED MONETARY ITEMS (AS OF JULY 21, 2000)**

### **ARTICLE 6 – UNION REPRESENTATION,**

#### **6.01 (a),**

***Please refer to Article 23.01 and 24.01 for language.***

#### **6.05 Union Leave**

The Company will provide paid leave to each of the bargaining units in each year of the Collective Agreement for the purpose of Shop Steward training **as follows:**

- (333-29) – 3 employee days (i.e., 1 employee x 3 days or 3 employees x 1 day)
- (333-38) – 3 employee days
- (333-35) – 1 employee for 1 day
- (333-36) – 1 employee for 1 day
- (333-37) – 1 employee for 1 day.

### **ARTICLE 11 – HOURS OF WORK**

#### **11.02 (a)**

**REPLACE WITH THE FOLLOWING: (333-29/333-35/333-36/333-37)**

~~For 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) hour excluding unpaid lunches. For shifts of more than six (6) hours, an unpaid lunch shall be not less than one half (1/2) hour and not more than one (1) hour

#### **11.02 (c) – NEW**

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.

#### **11.02 (d) – NEW**

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

### **11.06**

Company will agree to pay time and one half ~~(1-1/2)~~ an employee's hourly rate for all hours worked on the following basis:

Sorters shall be **paid** for all hours;worked in excess of eight (8) hours per day or forty (40) hours **per** week

Clerical shall be paid for all hours worked in excess of eight **(8)**hours per day or forty (40) 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

Or 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.

## **ARTICLE 16 – PAID HOLIDAYS**

### **16.01** Add paragraph to end of clause

In the second year of the collective agreement, the Company proposes that each employee, having completed his probationary period, is entitled to one ~~(1)~~ **paid floater** day to be **taken as** follows: The employee must notify the Company, in writing, at least **two weeks** in advance of requesting the 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 first made the request.

### **16.03**

The Company amends the proposal as follows:

An employee who is absent on vacation when a paid holiday occurs, ~~at~~ 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.

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

### **18.03** Amend as follows:

In the first year of the **collective** agreement, employees with ~~ten~~ **(10)** years of completed service shall be given four **(4)** weeks vacation pay. Employees will be

paid on the basis of eight percent (8%) of gross earnings since their last computed vacation pay period.

## **ARTICLE 19 – LEAVE OF ABSENCE**

### **19.02 (a)**

In the event of 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.

### **19.02 (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.

### **19.02 (e) -- NEW**

In the event of a 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.

### **19.02 (f) --NEW**

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.

## **ARTICLE 21-- GENERAL**

### **21.02**

Change "regular hourly rate" to "applicable hourly rate."

### **21.03**

Change "regular hourly rate" to "applicable hourly rate."

## **ARTICLE 22 -- BENEFITS**

**22.04** The benefits shall be changed as follows:

- Physiotherapy increase from "\$15.00 to \$25.00"

- Vision Care increase to “\$125 every 24 months in year 2 of the Collective Agreement.”
- **Weekly Indemnity**--The Company will introduce Weekly Indemnity commencing the third year of the Collective Agreement. 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 (Group R.R.S.P.)**

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 3<sup>rd</sup> year of the collective agreement. 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 April and October of each year. All contributions shall be locked-in for the duration of employment

### **ARTICLE 23/24: – DURATION**

#### **23.01**

*Stoney Creek (333-35)-*  
December 1, 1999 -- November, 30, 2002

*Cambridge (333-36)*  
March 15, 2000- March 14, 2003

*Barrie (333-37)*  
March 22, 2000 – March 21, 2003

#### **24.01 (333-29, 333-38)**

*Toronto/Scarborough Sorters (333-38) –*  
January 27, 2000 – January 26, 2003

*Toronto/Scarborough Drivers (333-29)*  
November 2, 2000 -- November 1, 2003

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.**

**23.02 ((24.02 for 333-38)**

All provisions of the collective agreements for 333-35, 333-36, 333-37, 333-38 are effective the date after ratification except *its* specifically provided otherwise.

**24.02 (333-29)**

The changes negotiated in the July 21, 2000 Memorandum of Settlement shall be effective at the start of 'year 1 of this agreement (November 2, 2000) except as expressly provided.

**SCHEDULE "A" -- 'WAGES**

See attached wage grid

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.

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.

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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.

**PREMIUMS**

**Spare Drivers**

(\$0.60) per hour after six (6) months service as a Spare Driver.

**Lead Hand**

Whereby the Union and the Company agree to the use of Lead **Hands**, the parties hereto agree to **the** following:

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 sixty cents (\$0.75) per hour over and above the employee's normal rate of pay.

The agreed to premium shall remain in force for the duration of the applicable Collective Agreement.

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

### **Introductory Training Premiums**

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 Premiums**

A shift premium of twenty (20) 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.

### **MISCELLANEOUS**

#### **Lump Sum Payment (333-38 -- Sorters)**

Insert in Schedule "A" --Wages

Within three (3) weeks of the date of ratification, there will be a lump-sum payment (subject to all applicable deductions) to all 333-38 Sorter; in the amount of \$25.00 for each month the Sorter earned the top rate under the previous Collective Agreement after January 27, 1999. This shall not apply to those employees who are red-circled above the top rate.

#### **Union Leave**

**Please refer to Article 6.05 for language on Union leave.**

## **Wage Progression Casual Employees**

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

### **21.11 (Pay Cheques)**

If a Company error occurs in the payroll computation of a bargaining unit member's pay cheque and the amount is equal to \$50.00 or more, he shall be entitled, on request, to receive same as soon as practical but not later than four (4) working days after the error was reported. Any other payroll errors will be corrected on the next regular paycheque.

### **Seniority for (333-29) Drivers – Letter of Understanding**

Effective upon ratification of this Collective Agreement, paragraphs 6 and 8 of the parties' Back to Work Protocol dated May 1997 shall no longer apply. Drivers who are in the same classification on the date of ratification as they were in on May 5, 1997 shall progress, commencing on the date of ratification, through the wage grid in accordance with this adjustment to their seniority date.

# SCHEDULE "A" WAGES

Replace Schedule "A" with the following:

## Old Wage Grid:

| Job Code | Job Title              | Grade | Entry    | 6-Month  | 12-Month | 24-Month | 36-Month | 48-Month |
|----------|------------------------|-------|----------|----------|----------|----------|----------|----------|
| C502     | Sorter                 | H2    | \$ 8.15  | \$ 8.35  | \$ 8.55  | \$ 8.95  | \$ 9.25  | \$ 9.79  |
|          | Clerical               | H3    | \$ 8.75  | \$ 8.95  | \$ 9.15  | \$ 9.55  | \$ 10.00 | \$ 10.60 |
| C508     | Driver/Courier         | H5    | \$ 9.50  | \$ 10.25 | \$ 10.85 | \$ 11.45 | \$ 12.00 | \$ 12.72 |
| C509     | Driver 5 Ton           | H6    | \$ 11.00 | \$ 11.30 | \$ 11.65 | \$ 12.20 | \$ 12.75 | \$ 13.55 |
| C510     | Driver Tractor Trailor | H7    | \$ 12.00 | \$ 12.35 | \$ 12.65 | \$ 13.35 | \$ 14.00 | \$ 14.83 |

## Year 1:

| Job Code | Job Title              | Grade | Entry    | 6-Month  | 12-Month | 24-Month | 36-Month | 48-Month |
|----------|------------------------|-------|----------|----------|----------|----------|----------|----------|
| C502     | Sorter                 | H2    | \$ 8.15  | \$ 8.35  | \$ 8.55  | \$ 8.95  | \$ 9.25  | \$ 10.06 |
|          | Clerical               | H3    | \$ 8.75  | \$ 8.95  | \$ 9.15  | \$ 9.55  | \$ 10.00 | \$ 10.89 |
| C508     | Driver/Courier         | H5    | \$ 9.50  | \$ 10.25 | \$ 10.85 | \$ 11.45 | \$ 12.00 | \$ 13.07 |
| C509     | Driver 5 Ton           | H6    | \$ 11.00 | \$ 11.30 | \$ 11.65 | \$ 12.20 | \$ 12.75 | \$ 13.92 |
| C510     | Driver Tractor Trailor | H7    | \$ 12.00 | \$ 12.35 | \$ 12.65 | \$ 13.35 | \$ 14.00 | \$ 15.24 |

## Year 2:

| Job Code | Job Title              | Grade | Entry    | 6-Month  | 12-Month | 24-Month | 36-Month |
|----------|------------------------|-------|----------|----------|----------|----------|----------|
| C502     | Sorter                 | H2    | \$ 8.15  | \$ 8.35  | \$ 8.55  | \$ 8.95  | \$ 10.30 |
|          | Clerical               | H3    | \$ 8.75  | \$ 8.95  | \$ 9.15  | \$ 9.55  | \$ 11.15 |
| C508     | Driver/Courier         | H5    | \$ 9.50  | \$ 10.25 | \$ 10.85 | \$ 11.45 | \$ 13.40 |
| C509     | Driver 5 Ton           | H6    | \$ 11.00 | \$ 11.30 | \$ 11.65 | \$ 12.20 | \$ 14.25 |
| C510     | Driver Tractor Trailor | H7    | \$ 12.00 | \$ 12.35 | \$ 12.65 | \$ 13.35 | \$ 15.60 |

## Year 3:

| Job Code | Job Title              | Grade | Entry    | 6-Month  | 12-Month | 24-Month | 30-Month |
|----------|------------------------|-------|----------|----------|----------|----------|----------|
| C502     | Sorter                 | H2    | \$ 8.15  | \$ 8.35  | \$ 8.55  | \$ 8.95  | \$ 10.30 |
|          | Clerical               | H3    | \$ 8.75  | \$ 8.95  | \$ 9.15  | \$ 9.55  | \$ 11.15 |
| C508     | Driver/Courier         | H5    | \$ 9.50  | \$ 10.25 | \$ 10.85 | \$ 11.45 | \$ 13.40 |
| C509     | Driver 5 Ton           | H6    | \$ 11.00 | \$ 11.30 | \$ 11.65 | \$ 12.20 | \$ 14.25 |
| C510     | Driver Tractor Trailor | H7    | \$ 12.00 | \$ 12.35 | \$ 12.65 | \$ 13.35 | \$ 15.60 |

Memorandum of Settlement

**BETWEEN:**

ICS Courier Services  
(A Division of Information Communication Services'(ICS) Inc.)  
(the **Company**)

-and-

Communications, Energy and Paperworkers Union of Canada  
(CEP) and its Local 333  
(the **Union**)

The undersigned parties agree to unanimously recommend settlement of **all issues** arising during their current negotiations. **The** collective agreements which **expired** as follows:

|                               |                         |
|-------------------------------|-------------------------|
| Stoney Creek                  | November 30, 1999       |
| Toronto/Scarborough Sorters - | <b>January 26, 2000</b> |
| <b>Cambridge</b>              | March 14, 2000          |
| Barrie                        | March 21, 2000          |
| Toronto/Scarborough Drivers   | November 1, 2000        |

shall be renewed with the following changes:

1. List of **Agreed** Items dated **July 21, 2000**
2. **Company Broker Proposal #10** dated **July 21, 2000**

Dated this 21<sup>st</sup> day of July, 2000.  
For the Company:

For the Union:

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