

**FINAL COMPANY OFFER
FOR RENEWAL OF COLLECTIVE AGREEMENT
FOR BARGAINING UNITS 333-38
TORONTO & SCARBOROUGH SORTERS**

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 Local 333

(hereinafter referred to as "the Union")

ARTICLE 2 – RECOGNITION

Original

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

Deletion

***Note: all references to his/her have been changed to “the employee”.*

Article to be removed.

ARTICLE 5 – UNION SECURITY

Original

5.03 (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.~~

Revised

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.
 - *Reason ~~for~~ no deductions – ie sick, WSIB, LOA, etc.*

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

ARTICLE 6 – UNION REPRESENTATION

Original

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:~~

~~1 Bargaining Unit Chairperson + 4 Stewards~~

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

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

~~1 Bargaining Unit Chairperson + 2 Stewards~~

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

Revised

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:

1 Bargaining Unit Chairperson + 4 Stewards

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

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

1 Bargaining Unit Chairperson + 2 Stewards
and/or Local Officers

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

Original

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:~~

~~5 employee days (i.e. 1 employee x 5 days or 5 employees x 1 day)~~

Revised

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

5 employee days (i.e. 1 employee x 5 days or 5 employees x 1 day)

Original

6.06 ~~The maximum number of Employees that can be away from the bargaining unit for official union business at the same time is three (3) 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.~~

Revised

The maximum number of Employees that can be away from the bargaining unit for official union business at the same time is three (3) 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 *one (1)* week 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

Original

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.~~

Revised

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.

Grievance meetings will normally occur during the shift whenever possible.

ARTICLE 8 – ARBITRATION

Original

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.~~

Revised

The parties agree that any dispute or grievance (*excluding policy grievances*) concerning the interpretation, application or alleged violation of this Agreement, which has been properly carried through all steps of the Grievance Procedure outlined in Article 7 above, and has not been settled, *will be referred to the HRSDC Federal Mediation and Conciliation Service for grievance medication prior to being referred to a mutually agreed single Arbitrator at the written request of either of the parties hereto* for arbitration unless mutually agreed *that mediation is not required.*

Employees who are required to attend Mediation sessions scheduled by the Company and Union will be reimbursed for actual regular hours work lost. Reimbursement will be calculated based on the employee's base rate of pay.

ARTICLE 10 – DISCIPLINE, DISCHARGE AND SUSPENSION

Original

~~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.~~

Revised

An employee, other than a probationary employee, has the right to be accompanied by a Union Steward when *the employee* is required to attend a meeting for disciplinary reasons. The 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.

Original

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

Revised

Any verbal or written warning and suspensions shall remain on an employee’s file for a period of twelve (12) months *from date of infraction*.

ARTICLE 13 – WAGES

Article Addition

Original content moved to body and assigned article number

13.04 Changing Classifications

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

Article Addition

**Original content
moved to body
and assigned
article number**

13.05 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.

Article Addition

**Original Content
moved to body
and assigned
article number**

13.06 Shift Premium

~~A shift premium of thirty five (35) cents per hour for all hours worked on a shift when four (4) hours or more fall between 9:00 p.m. and 6:00 a.m. Commencing in the 2nd year of the Collective Agreement, the shift premium referred above will be fifty (50) cents per hour.~~

Revised

A shift premium of *one* (1) dollar 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.

Article Addition

**Original content
moved to body
and assigned
article number**

13.07 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.

Article Addition

13.08 Hub Operation (Horner Branch) Cross Dock Work Premium

Original content moved to body and assigned article number

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 Horner branch has been assigned by management to work the Cross Dock operation.

Persons who receive the Cross Dock Work Premium and who operate the forklift shall not be entitled to receive the Forklift premium in addition to the Cross Dock premium.

ARTICLE 15 – SENIORITY

Original

~~15.06(a) Employees promoted or transferred to supervisory positions or other positions excluded from the bargaining unit shall accumulate seniority for purposes of this Agreement for a period of three (3) months following such transfer or promotion and should such employees return to the bargaining unit within such three (3) month period they shall retain such seniority for the purposes of this Agreement. An employee transferred or promoted out of the bargaining unit and returned to the bargaining unit more than three (3) months after such transfer or promotion shall have, for the purposes of this Agreement, the seniority of a new employee at the time of such return.~~

Revised

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.

Original

~~15.07 Should an employee transfer to a position outside the bargaining unit in order to cover for an employee on maternity leave the three (3) months will be extended to the full period of the maternity leave. The length of leave will be as per the Canada Labour Code.~~

Revised

Should an employee transfer to a position outside the bargaining unit in order to cover for an employee on maternity leave the *six (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 HOLIDAY

Original

~~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.~~

Revised

In the event that any of the holidays listed above fall on Saturday or Sunday, it will be granted on either the preceding Friday or the following Monday *as per the Company's operating schedule*.

Furthermore, if a paid holiday falls on a workday other than a Monday or Friday, the Company will post a notice if the holiday will be observed on a day other than the one on which it falls.

ARTICLE 17 – PAY PERIOD

Original

~~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.~~

Revised

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.

Company will include accrued vacation pay on pay stubs.

ARTICLE 19 – LEAVE OF ABSENCE

Original

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.

Such permission shall not be unreasonably denied.

ARTICLE 24 – DURATION

Original

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

~~— January 27, 2006 — January 26, 2009~~

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

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

Revised

All collective agreements will expire on November 1, 2009 with language changes effective from date of ratification.

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.

Legend:

Italics = Addition/Revision

SCHEDULE "A"

Original

Lump Sum Payments:

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

~~\$250.00 Pro-rated according to normal number of hours scheduled based on 8 hour day~~

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

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

Revised

*All employees at **or** above the top rate upon ratification shall receive a one time lump sum payment calculated at eighteen cents (\$0.18) per hour, payable the first pay period after November 1, 2009. The calculation will be based on earnings (paid hours) following ratification*

*In lieu of retro, all employees at or above the current top rate shall receive a one time lump sum signing bonus calculated as **follows**, payable the first pay period after ratification:*

- *Toronto/Scarborough
(previous contract expiry Jan. 2009) = \$125*

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

SCHEDULE "A"
Original

WAGE RATES
YEAR 3

Classification	Rate of Pay				
	Entry	6-month	12-month	24-month	30-month
SORTER	9.80	9.92	10.03	10.26	13.28

Revised

SCHEDULE "A"

Year 1; Date of previous contract expirations up to November 1, 2009:

- *Rate changes effective on date of ratification.*

WAGERATES

<i>Classification</i>	<i>Rate of Pay (\$)</i>			
	<i>Entry</i>	<i>6-months</i>	<i>12-months</i>	<i>24-months</i>
<i>SORTER</i>	<i>\$ 10.03</i>	<i>\$ 10.26</i>	<i>\$ 10.47</i>	<i>\$ 13.28</i>

MISCELLANEOUS

Letter of Understanding Re: Transfer of Bargaining Units – Renew
 Letter of Understanding Re: Vacation Transition – Delete (no longer required)
 Letter of Understanding Re: Significant Change - Renew