

Collective Agreement

Between

Sundance Courier (Company)

And

The Canadian Union of Postal Workers (Union)

Island Opportunities and the Canadian Union of Postal Workers

Table of Contents

Article 1	Purpose of Agreement
Article 2	Management Rights
Article 3	Recognition
Article 4	Union Dues
Article 5	Discrimination
Article 6	Communications
Article 7	Grievance and Arbitration Procedure
Article 8	Discipline, Suspension and Discharge
Article 9	Contractors Assignments
Article 10	Schedules of Work
Article 11	Seniority
Article 12	Training
Article 13	Work in Bargaining Unit
Article 14	Temporary Contractors/Relief Contractors
Article 15	Pay Day and Itemized Statement of Payments
Article 16	Strikes and Lockouts
Article 17	Designated Paid Holidays
Article 18	Vacation Leave
Article 19	Absences/Leaves
Article 20	Health and Safety
Article 21	General
Article 22	Duration of Collective Agreement
Article 23	Contractor/Union Obligations
Appendix A	Classification of Wages
Appendix B	Sample Agreement (Conflict of Interest)
Appendix C	C.U.P.W. Grievance Submission Form
	Letter of Understanding # 1 transition to new pay system
	Letter of Understanding No. 2
	Application of Probation Period to Existing Contractors
	Letter of Understanding New products rates

ARTICLE 1

PURPOSE OF AGREEMENT

- 1.01** The purpose of this Collective Agreement between the Canadian Union of Postal Workers hereinafter referred to as “the Union” and the Island Opportunities Inc., hereinafter referred to as “the Company” is to establish and maintain rates of remuneration and other working conditions, and to provide appropriate procedures for the resolution of grievances and problems arising during the term of the Collective Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01** Rights

It is recognized that the Company exercises all of the inherent rights and responsibilities of management necessary for the operation of the business and all of those rights and responsibilities remain with the Company except to the extent that they are amended or altered by the terms of the collective agreement.

ARTICLE 3

RECOGNITION

- 3.01** Sole and Exclusive Bargaining Agent

The Company recognizes that the Union is the sole and exclusive bargaining agent for all contractors/owner operators covered under the bargaining certificate issued to the Union by the Canada Industrial Relations Board.

- 3.02** Consultation and Discussion

In view of this recognition and in accordance with structures provided for in this Collective Agreement, the parties agree to discuss and consult each other on all matters pertaining to their working relationship.

- 3.03** Full Force and Effect

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the Company, the Union and the contractors in

the bargaining unit.

3.04 Union Access to Place of Work

The Union will be granted permission to enter the place of work.

ARTICLE 4

UNION DUES

4.01 Compulsory Check-Off

- (a) The Company shall, as a condition of this collective agreement, deduct from the monthly earnings of all the contractors covered by this agreement, the ordinary membership dues of the Union.
- (b) The Company shall not levy a charge upon the Union or its members for rendering this service.
- (c) Subject to the provisions of this article, the Company shall also deduct, as Union dues, a special levy ordered by the Union, not more than once a year, provided that this levy is uniform and is payable by all the contractors covered by the agreement. The special levy shall, at the request of the Union, be deducted over a period of more than one (1) month.

4.02 Setting of Dues

The Union shall inform the Company in writing of the authorized membership dues to be checked off in accordance with clause 4.01.

4.03 Dues Begin Immediately

For the purpose of applying clause 4.01, deductions from pay for each contractor in respect of each month will start **from** the first month that earnings are available. Where a contractor does not have sufficient earnings in respect of any month to permit deductions, the Company shall not be obliged to make such deductions from subsequent earnings.

4.04 Remit Dues the Next Month

The amounts deducted in accordance with clause 4.01(a) shall be remitted to the Union by cheque on the 15th of the month following the month in which the deductions were made and shall be accompanied by particulars identifying each contractor and the deductions made on his/her behalf.

4.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this article, except for an error committed by the Company in the amount of dues deducted.

4.06 Compulsory Membership

Any contractor hired after the signing of this Agreement, shall, become a member of the Union at the time of hiring, and shall remain a member of the Union as a condition for their services.

4.07 Union Dues Receipts

The Company shall issue a receipt during the 3rd week of January showing the amount of Union dues deducted for the entire year.

4.08 Check-Off for Life Insurance

The Company shall provide a monthly check-off of insurance premiums payable on life insurance plans provided by the Union for its members upon production of appropriate documentation, provided the amounts so deducted are separate from the union dues. There will therefore be two (2) separate monthly deductions for the union dues and insurance premiums. The Company will not levy a charge upon the Union for rendering this service.

The deduction from a contractor's pay for a Union insurance program is revocable on notice in writing from the contractor to the Company or the Union.

ARTICLE 5

DISCRIMINATION

5.01 Discrimination

There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practised with respect to a contractor by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

ARTICLE 6

COMMUNICATIONS

6.01 Notification of the Union

The Company agrees to provide, without delay but within fifteen (15) calendar days, to the Union and the contractor concerned, a letter outlining any change of status of the contractor. For the purpose of this clause "status" is defined as a full time or part time contractor and/or dismissal or termination of the contractor.

6.02 New Contractors

The Company agrees to acquaint new contractors with the fact that a Collective Agreement is in effect. On the first day at the workplace, the supervisor shall provide the contractor with a copy of the Collective Agreement and introduce him/her to his/her union steward and his/her alternate. The Steward or his or her alternate shall be allowed, during the first day at the workplace (15) minutes to confer with them.

6.03 Contacts

Each party shall notify the other of the officers at the respective levels to whom correspondence and contacts should be directed and of any changes that may occur during the term of this agreement.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.01 Definitions

In this article:

- (a) "Grievance" means a complaint in writing presented by the Union;
- (b) "Authorized representative of the Union," means a person designated by the Union to see to grievances;
- (c) "Union Steward" a contractor who is a member of the bargaining unit, appointed or elected by the Union to act as an authorized representative of the Union. In the event that the union steward is unavailable to perform his/her function, the union will designate or substitute another contractor of

the company to act on his/her behalf. If no alternate is available the union will designate or substitute another Canadian Union of Postal Workers Representative.

- (d) "Company" shall mean a person designated as such by the Company for the purpose under this Agreement.
- (e) "Days" means calendar days excluding Saturday, Sundays and Statutory Holidays in accordance with this agreement.

7.02 Union or Company Grievance

Should either the Union or the Company consider that an action or proposed action is or will become a difference or dispute between the parties concerning the interpretation, application, operation, or any alleged violation of this Agreement; or any questions as to whether the matter is arbitratable, then such will be considered a policy grievance and will be dealt with as follows:

The grieving party, i.e. the Union or the Company, shall initiate same by letter. Within seven (7) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance. Failing settlement, the matter may be referred by either party to arbitration, pursuant to Articles 7.18 and 7.19, within thirty (30) working days following the meeting.

7.03 Union Stewards

- (a) The Company acknowledges the right of the Union to appoint Union Stewards as per 7.01 (C) The Union shall notify the Company in writing of the names of Union Stewards, from time to time appointed or elected.
- (b) It is recognized that a Union Steward has a duty to meet with a Contractor who has a complaint concerning the interpretation, application or alleged violation of the Collective Agreement and on whose behalf a grievance could be filed by the Union, in order to facilitate resolution of the complaint and to investigate whether a grievance should be filed. A Union Steward shall have the right to prepare and present grievances in accordance with the procedure provided herein and for that purpose shall have the right to meet with the contractor on behalf of whom the grievance could be submitted, during working hours, subject to the following conditions:
 - (i) the duties do not disrupt the Steward's normal duties as a contractor or the normal duties of any other contractor; this

condition may result in the Steward's meeting with the contractor being delayed until later in the day.

- (ii) the Steward shall seek from his/her supervisor or designate permission to leave his/her workstation/route, indicating the nature of the complaint;
- (iii) the time away from the route shall be devoted to the prompt handling of Steward's duties, and the Company reserves the right to limit such time if it deems the time so taken to be excessive;
- (iv) the Steward shall report to his/her supervisor before returning to his/her route.

7.04 Rights of Contractors to Complain

Both parties recognize that a contractor, accompanied by a union steward if he/she so wishes, has the right to discuss with his/her supervisor any question or complaint relating to an act of bad faith by the Company in relation to his/her working conditions including those governed by the provisions of this Agreement, without prejudice to the right of the Union to have subsequent recourse to the grievance procedure.

7.05 Right to Present a Grievance

An authorized representative of the Union may present a grievance if he/she believes that a contractor, a group of contractors, the contractors as a whole, or the Union have been subjected to actions taken by the Company that constitute an act of bad faith or violation of the Collective Agreement.

7.06 Presentation of Grievances

- (a) Where the Union wishes to present a grievance, an authorized representative of the Union shall transmit the grievance to the Company. The Company shall forthwith:
 - (i) enter on the grievance and the copies the date on which the grievance was received;
 - (ii) provide the representative of the Union with a copy of the grievance;

7.07 Time Limit on Initial Grievance

- (a) A grievance concerning only one contractor, a group of contractors, the bargaining unit as a whole, or the Union as such may be presented by an

authorized representative of the Union not later than the twenty-fifth (25th) day after the date on which the contractor, group of contractors or the Union first became aware of the action or circumstances giving rise to the grievance.

- (b) A policy grievance may be presented by **an** authorized representative of the Union or the Company at any time.

7.08 Company's Reply

Within twenty-five (25) days after receipt of such presentation, the Company shall reply in writing to the grievance.

7.09 Second Notification by the Union

If the Company does not reply to the grievance within the prescribed time limit **as** set out in Article 7.07 preceding, the Union shall provide a notification to the company indicating that the time limit for reply has expired and that the grievance may be referred to arbitration within thirty (30) days thereafter.

7.10 Description of the Grievance

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the Collective Agreement. During the grievance procedure the Union shall, at the request of the Company, endeavour to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance.

7.11 Substance of Grievance Takes Priority

A grievance shall not be deemed to be invalid or defeated by reason of technical irregularity or the fact it is not written on or in accordance with the grievance form supplied by the Company, and attached as Appendix "C".

7.12 Content of the Reply

The reply of the Company shall be sufficiently clear so as to determine the relationship between the Collective Agreement, the grievance and the Company's decision.

7.13 Codification of Copies of Grievances

The Company agrees to distribute to the Union copies of the grievances submitted and copies of its reply in the following manner:

- a copy to the regional office of the Union;
- a copy to the local office of the Union;
- a copy to the contractor on behalf of whom the grievance has been submitted.

7.14 Desirability of Holding Regular Grievance Meetings

The parties agree on the desirability of holding regular meetings for resolution of grievances. Such meetings should be agreed on mutually to ensure that there is no delay in the resolution of grievances.

7.15 Withdrawal of Grievances

The Union may, by written notice, withdraw a grievance at any time. The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

7.16 Final Decision

- (a) Where a representative of the Company sustains a grievance, such a decision is final and binding upon the Company and should be implemented without delay.
- (b) If the decision is not implemented, the Union may, after thirty (30) days, refer the grievance to arbitration and the arbitrator is then bound by the decision reached by the representative of the Company.

7.17 Changes in Time Limits

The time limits specified above are maximum time limits, in order to provide for circumstances which might cause delays. The parties agree that grievances shall be processed as expeditiously as possible. However, the time limits stipulated in this procedure may be extended by mutual agreement between the Company and the Union.

7.18 Right to Arbitration

When a grievance has been presented and has not been dealt with to the satisfaction of the Union, the Union may refer such grievance to arbitration if it is a complaint concerning the interpretation, application, or alleged violation of the Collective Agreement, including any disciplinary measure or termination.

7.19 Refer to Arbitration

When the Union decides to refer a grievance to arbitration, it shall notify the Company in writing. This notice shall be given not later than the thirtieth (30th) working day after the Union has received the reply of the Company.

The time limits stipulated in this procedure may be extended by mutual agreement in writing between the Company and the Union.

An arbitrator may extend the time for referring a grievance to arbitration, notwithstanding the expiration of such time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the other party will not be prejudiced by the extension.

7.20 **Sole Arbitrator**

Grievances referred to arbitration shall be heard by a sole arbitrator.

7.21 **Selection of Arbitrators**

The following persons shall act in rotation to hear grievances:

- a. Robert Blasina
 #900 4720 Kingsway
 Metro Tower II
 Burnaby, B.C. V5H 4N2
- b. Joan Gordon
 #310 938 Howe Street
 Vancouver, B.C. V6Z 1N9

In the event any of the above-listed arbitrators ceases to be available, the parties shall agree to a replacement. In the event agreement cannot be reached on a replacement, the Minister of Labour shall appoint a replacement.

Until the arbitrator is replaced, the remaining arbitrators shall be utilized to hear grievances.

7.22 **Visit to Place of Work**

The arbitrator may order that a visit of workplaces be conducted under such conditions that he/she shall determine.

7.23 **Interim Decision**

The arbitrator may render any interim or preliminary decision that he/she considers appropriate. He/she may also, when rendering a decision, remain seized of the grievance to determine the quantum of compensation payable,

if any, if the parties fail to agree, or to correct clerical mistakes or errors arising from accidental slips or omissions, upon the request of either party.

7.24 Award Must State Grounds

The arbitration award must state the grounds on which it is based and be rendered as expeditiously as possible. The arbitrator may render the decision immediately, but must give written reasons later on provided it is done within thirty (30) days after the decision unless, it is not practicable to do so. In such a case, the award shall be executed without waiting for the reasons.

7.25 General Powers of the Arbitrator

The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well founded, he/she may grant any remedy or compensation that he/she deems appropriate. More particularly, he/she may:

- (a) render a mere declaratory decision;
- (b) require the Company to rescind a decision that has been contested and to restore the situation as it existed prior to said decision;

It is understood that the arbitrator shall be vested with all the powers conferred upon him/her by the Canada Labour Code.

7.26 Restriction of Power

The arbitrator shall not modify the provisions of this Collective Agreement.

7.27 Final Decision

The award of the arbitrator shall be final and executory. It shall be binding upon the Company, the Union and the contractors.

7.28 Costs of Arbitrators

When grievances are heard by a sole arbitrator the Company and the Union shall share equally the fees and expenses of the sole arbitrator.

7.29 Future Cases

The final decision rendered by an arbitrator binds the Company, the Union and the contractors in all cases involving identical and/or substantially identical circumstances.

ARTICLE 8

DISCIPLINE, SUSPENSION AND DISCHARGE

8.01 Just Cause and Burden of Proof

- (a) No disciplinary measure in the form of a notice of discipline, suspension, or termination or any other form shall be imposed on any contractor without just, reasonable, and sufficient cause and without him/her receiving beforehand or at the same time a written notice showing the grounds on which the disciplinary measure is imposed.

Notwithstanding the foregoing contractors may be suspended or terminated without notice due to a serious breach of discipline or conduct. In such instances, the Company will endeavor to contact a union representative at the time of the event in order to explain the reasons for the suspension or termination. Reasons for any such suspension or termination shall be in writing and issued to the contractor and the Union as soon as possible but not later than the close of the business day following the suspension or termination.

- (b) In any arbitration relating to a disciplinary measure, the burden of proof shall rest with the Company and such proof shall be confined to the grounds mentioned in the notice referred to in paragraph (a) above.

8.02 Personal File

- (a) The Company agrees that there shall be only one personal file for each contractor and that no report relating to the contractor's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report is part of the said file.
- (b) No report may be placed in the file or constitute a part thereof unless a copy of the said report is sent to the contractor within ten (10) calendar days after the date of the contractor's alleged infraction, or of its coming to the attention of the Company, or of the Company's alleged source of dissatisfaction with him/her.
- (c) The Company agrees to remove from a contractor's personal file any adverse report, which is of a punitive nature, after one (1) year provided no further such reports of the same nature have been issued within that period.
- (d) An oral reprimand shall not be considered as a disciplinary measure and shall not be reported in the personal file of the contractor.

8.03 **Access to Personal File**

Upon written request from a contractor, he/she and/or his/her union representative shall have access to his/her official personal file in the presence of an authorized representative of the Company. The file shall be made available within two (2) working days following the day of the written request. Where a contractor's file is available for review and/or examination, reports as described in 8.02(c) are to be removed prior to such review and/or examination.

8.04 **Interviews**

(a) The Company agrees to notify a contractor, in writing, not less than twenty-four (24) hours in advance of any interview of a disciplinary nature or related to his/her attendance record and to indicate:

- (i)** his/her right to be accompanied by a union representative as specified in clause 8.06;
- (ii)** the purpose of the meeting, including whether it involves the contractor's personal file;
- (iii)** if the contractor's personal file is to be considered during the interview, the contractor and his/her union representative, the latter with the contractor's permission, shall, before the meeting, have access to this file.

(b) The contractor has the right to refuse to participate or to continue to participate in such interview unless he/she has received the notice herein above provided for.

(c) If the contractor fails to appear at the interview and does not explain his/her inability to do so, the Company may proceed unilaterally.

8.05 **Contractor-Steward Relationship Confidential**

The Company agrees that communications between a contractor and his/her steward or other union representative acting in that capacity are privileged and confidential and cannot be produced in evidence during arbitration.

8.06 **Right to Representation**

(a) A contractor summoned for an interview shall have the right, if he/she so request, to be accompanied by a union representative so that the latter may participate in good faith to the discussion and contribute to the clarification of the situation.

- (b) When a contractor resigns the Company will advise the Union Local in writing.

8.07 Termination of Contractor

The parties agree that Article 7 and Article 8 shall apply as necessary to any form of termination.

ARTICLE 9

RAC DR ASSIGNMENTS

9.01 Definitions

- (a) "contractor/owner operator" means contractors who are commissioned drivers, and who are included in the bargaining unit.

9.02 Probationary Contractors

There shall be a period of three (3) months starting with the first day of work for any regular contractor newly contracted by the Company.

Probationary Contractors will be eligible to lease a vehicle from the Company as an alternative to purchasing such vehicle during their probationary period. Upon successful completion of the probationary period, contractors may elect to continue leasing such vehicle or purchase their own vehicle.

Probationary periods of part-time contractors will be six (6) months, however, probationary part-time contractors who are appointed to regular routes will have their probation periods reduced by 50% of the time served as a part-time contractor.

9.03 Dismissal of Probationary Contractor

The Company may, at its sole and complete discretion, cancel the contract of a probationary contractor during the probation period if it is determined that the performance of the contractor is unacceptable. Such action will not be subject to review through the grievance procedure for the first three (3) months unless the termination by the company falls under the prohibited grounds of 5.01.

9.04 **Classifications**

There are three (3) classifications of contract assignment: Regular Contractors, Part-time Contractors and Temporary Contractors.

If the Company introduces new classifications during the term of the agreement the Company will consult with Union prior to introducing any such classifications. The Company will endeavour to reach agreement with the Union on Remuneration and working conditions. Should no agreement be reached within thirty (30) calendar days the dispute may be referred to arbitration.

9.05 **Routes**

Regular routes can either be full-time or part-time.

For full-time routes, the typical starting and finishing times are 7:00 a.m. to 5:30 p.m., and will account for all work breaks. Starting and finishing times may vary, however, depending on fluctuating work volumes. In particular, it is recognized that the Christmas period may involve significant variations to the typical start or finish times. Contractors will be required to complete their daily routes regardless of starting and finishing times, except under exceptional circumstances such as adverse weather conditions.

Contractors have the right to request assistance for significant volumes, this will not be unreasonably withheld.

Regular workweeks will normally involve five (5) days of work and two (2) days of rest, except for assigned weekend work.

Part-time routes are scheduled to occupy not less than fifteen (15) hours per week, and have at least two (2) days of rest each week.

9.06 **Vacant Routes**

A route is vacant when there is no incumbent that is to say when:

- (a) The contractor ceases to be engaged by the company;
- (b) The contractor becomes the contractor of another route;
- (c) **An** additional route is created.

9.07

Route Designation and Filling of Vacancies

Structuring of routes for full time contractors will continue as per past practice.

When a route comes vacant, the company may consider realigning the existing routes to achieve improved operational efficiency. In instances where the Company elects to fill a vacant route, the route will be first offered to existing contractors in accordance with the following order of preference:

- by seniority, to regular contractors;
- by seniority to part-time contractors.

Where the provisions of this article have been complied with and a route remains vacant, the Company may elect to fill the route by hiring another contractor.

When a vacancy is filled under the provisions of this article, the Company shall advise contractors and the Union, in writing, the name(s) and seniority of the appointed candidate(s). The Union shall also be advised of the date(s) of applicable appointments.

9.08

Supplementary Work Assignments

Whenever an additional work assignment is necessary, in order to replace a regularly scheduled contractor, absent on leave, or to complement the regularly scheduled contractors, the Company shall offer the assignment to contractors of the bargaining unit in the following order of preference:

- (a)** To contractors by seniority, subject to their availability and willingness to accept the work;
- (b)** To temporary/relief contractors.

ARTICLE 10

SCHEDULES OF WORK

10.01

Rest Periods

Contractors will be entitled to unpaid lunch breaks and rest periods. The break periods will be taken at a time that does not conflict with the delivery of the product.

10.02 **Weekend Work**

Weekend work will be scheduled to minimize the number of contractors needed to do the work.

ARTICLE 11

SENIORITY

11.01 **Continuous Service**

For the purpose of this agreement, "*continuous service*" shall mean the length of continuous service of a contractor with Sundance Courier. The continuity of service can only be broken by:

- (a) A Contractor terminated by the company;
- (b) If contractor terminates their services with the company.

11.02 **Seniority**

The seniority of the contractors shall be determined by the length of continuous service as a member of bargaining unit with the company.

11.03 **Tie-Breaking**

In the event two or more contractors have the same seniority date, the Union will provide a tie-breaking formula to the Company, in order to rank the contractors order of seniority.

11.04 **Seniority Lists**

Seniority lists shall rank the contractors by order of seniority and shall indicate the following:

- (a) name of contractor;
- (b) starting date of continuous service;
- (c) classification;
- (d) seniority date.

11.05 **Posting of Seniority Lists**

A copy of the seniority list shall be sent to the Local Union following the signing of this collective agreement.

The Company shall provide further copies of the seniority list upon request.

Each time the Company provides the local of the Union with seniority lists in accordance with this clause, a copy of the seniority lists applying thereto shall be posted in the workplace.

11.06 Break in Service

A break in service shall be deemed to have occurred and seniority shall be forfeited upon the final termination of the contractor.

11.07 Use of Seniority

Seniority shall be used to accommodate contractors' preferences where the collective agreement so provides.

ARTICLE 12

TRAINING

12.01 Definition

For the purpose of this agreement, "training" means any theoretical and/or practical training given by the Company with a view to enabling the contractors to perform effectively a function, a duty or a set of functions and duties.

12.02 Right to Training

The Company agrees to provide adequate and sufficient training to new contractors.

12.03 Method of Training

The Company shall advise the Union of the methods of training used and of any change.

12.04 Period of Training

The training provided for in this article shall be given during normal working hours and the trainee will receive payment in accordance with Appendix "A".

12.05 Training Costs

The Company shall pay the full cost of any formal training program required by the Company.

ARTICLE 13

WORK IN THE BARGAINING UNIT

13.01 Work in the Bargaining Unit

- (a) A contractor in the bargaining unit will not be required to perform work outside the bargaining unit.
- (b) No one outside the bargaining unit will be permitted to perform work normally performed by contractors in the bargaining unit except that one (1) supervisor at any one time may perform some such work, if necessary, for purposes of training or testing contractors, or in order to meet service commitments if no contractor in the bargaining unit is available after the Company has made a reasonable effort to find such a person.
- (c) For the purposes of this article, bargaining unit work includes all work that is currently being done by the contractors as provided for in the Union's Bargaining Certificate.

13.02 Use of Temporary Contractors

The Company agrees that temporary contractors are to be used only for occasional and temporary operational requirements or where applicable in the collective agreement and that wherever practicable regular full time or part time routes will be created.

ARTICLE 14

TEMPORARY CONTRACTOR/RELIEF CONTRACTOR

14.01 Definition

A Temporary Contractor/ Relief Contractor is defined as one who is engaged by the Company on a casual or short term basis to meet various work assignment contingencies, such as volume fluctuations, route vacancies or relief of regular contractors.

14.02 **Provisions of the Collective Agreement Applicable to Temporary Contractors**

Temporary Contractors will be deemed to be probationary, as defined in Article 9.02, for the duration of their temporary assignment. Should a Temporary Contractor secure a full-time or part-time 'Contractor position while engaged as a Temporary Contractor, their period of service since their last date of engagement will be credited towards their respective probation period.

14.03 **Rates of Pay**

Rates of pay for temporary contractors will be as set out in Appendix "A".

14.04 **Seniority**

Temporary Contractors will not accrue seniority until/unless they secure a position as a full-time or part-time contractor, at which time they will be credited with seniority back to the start date of their current engagement with the company.

ARTICLE 15

PAY DAY AND ITEMIZED STATEMENT OF PAYMENTS

15.01

- (a)** The company agrees to continue the practice of paying an advance to the contractor on the 15th of each month or the previous working day and to be paid out in full at the end of each month the amount owing the contractor.
- (b)** This will be paid out 4 banking days after the last day of the month.
- (c)** The Contractor will be furnished with an itemized statement of remuneration and deductions once per month.
- (d)** The company agrees that Contractor's itemized statement of remuneration will detail:
 - (i)** the price of pieces and number delivered;
 - (ii)** the gross amount of earnings during the month;
 - (iii)** the deductions for the month.

ARTICLE 16

STRIKES AND LOCKOUTS

16.01 No Strike or Lockout

For the duration of this Agreement or any renewal or continuation thereof, the Union agrees that there will be no strike and if such action is taken by the contractors, the Officers of the Union shall instruct the contractors to return to service. The company agrees that there will be no lockout of contractors during the duration of the Agreement.

16.02 Picket Lines

The Company recognizes the right of members of the bargaining Unit to refuse to cross a legal picket line. In the event a driver exercises this right of refusal they will immediately advise their supervisor.

ARTICLE 17

DESIGNATED HOLIDAYS

17.01 Designated Holidays

The following are designated holidays. The contractors shall not be paid for such holidays.

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) Victoria Day;
- (e) Canada Day;
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;

- (k) Recognized Civic Holiday in August;
- (l) Any additional federally legislated holiday, when such legislation is passed. This new holiday would not be in lieu of an existing holiday.

17.02 Method of Assigning Holiday Work

Any work will be offered by seniority.

ARTICLE 18

VACATION LEAVE

18.01 Entitlement

A contractor shall be entitled to vacation leave at the following rates:

- (a) Three (3) weeks per fiscal year if he or she has completed less than five (5) years of continuous employment.
- (b) Four (4) weeks per fiscal year if he or she has completed five (5) years of continuous employment.
- (c) Contractors shall not be paid for vacation leave.

18.02 Notification

A contractor will notify the company 4 weeks in advance of the time he/she wishes to take vacation leave.

The Company will not unreasonably deny a contractor the requested vacation period.

18.03 Coverage of Vacation Period

The Company will have the option of hiring a relief contractor during the contractor's vacation leave.

18.04 Hold Back of Remuneration

At the request of the contractor, the Company agrees to hold back from 2% to 10% of a contractor's earnings to be paid on request in any pay period, subject to 4 weeks notice. In addition to the payment of monies on request, any monies owed to the contractor at the end of a calendar year will be paid to the contractor at that time.

ARTICLE 19

ABSENCES/LEAVES

19.01 Contractor Absences

There can be two types of absences:

- (a)** An unexpected absence such as but not limited to illness, accidents or illness in the family or injury on duty.

Should a contractor not be available he/she shall notify the Company as soon as possible so that the Company can find a replacement or make alternate arrangements.

- (b)** Other absences known in advance including but not limited to annual leave, Union leave, maternity leave, education leave and medical related leaves.

The contractors will notify the Company four **(4)** weeks in advance of such absences.

In situations where four **(4)** weeks advance notice was not given the company may grant the time if there is no impact on service.

ARTICLE 20

HEALTH AND SAFETY

20.01 Policy Statement

The parties recognize a contractor's right to working conditions, which show respect for his/her health, safety and physical well-being.

The Company and the Union recognize that the maintenance and development of the contractors' general well-being constitute a common objective.

As a result, all efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of contractors or deteriorate the work environment.

The parties agree to be bound by the provisions of the Occupational Safety and Health Regulations pursuant to the Canada Labour Code. Any breach of

the parties' obligations under these Regulations or the Code may be grieved pursuant to this Collective Agreement.

20.02 **Information and Investigations Concerning Work Accidents**

The Company shall conduct such investigations as may be necessary to determine the circumstances surrounding work accidents and health hazards arising in the workplace. Such investigations shall be conducted in the presence of a union representative.

Reports of these investigations, including police reports if made and are available, shall be submitted to the local of the Union. The local of the Union may request further information from the person who conducted the investigation.

20.03 **Restriction on Lifting**

No individual contractor will be required to lift by hand, any object in excess of twenty-five (25) kilograms.

20.04 **Right of Refusal**

- (a) **An** contractor has the right to refuse to do particular work if he/she has reasonable grounds to believe that the performance of this work will endanger his/her health, safety or physical well-being, or may similarly endanger another contractor.

- (b) The contractor may not however exercise the right granted him/her under paragraph (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the contractor.

- (c) When an contractor refuses to do particular work in accordance with paragraph (a):
 - (i) he/she shall inform his/her supervisor and union representative without delay;

 - (ii) he/she shall suffer no loss of salary during the period for which he/she withdraws his/her services;

 - (iii) where an contractor exercises the contractor's right to refuse to work, no contractor shall be assigned to do that work unless the contractor to be so assigned has been advised of:

- (a) the refusal by another contractor;
- (b) the reason for the refusal; and
- (c) the contractor's rights pursuant to Section 43 of the Canada Labour Code Part II.

(d) As soon as the Company is informed by the contractor, it shall ensure that the necessary investigations, inspections and analyses of the situation giving rise to the refusal to work are conducted; they shall be conducted in the presence of a union representative and the contractor concerned. Should the contractor concerned or the union representative choose not to be present, the investigation may nevertheless proceed.

20.05 Clothing Entitlement

Regular contractors are required to wear uniforms supplied by the Company. The Company shall provide contractors with up to three (3) uniforms per year at no cost to the contractor.

ARTICLE 21

GENERAL

21.01 Plural or Feminine Terms May Apply

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the contract of the party or parties hereto so requires.

21.02 Physical Facilities for Contractors

In the event the company relocates its operations to a facility outside of a Canada Post, the Company agrees to provide a Bulletin board at a convenient location for the Union.

21.03 Contractors Covered by the Collective Agreement

Except where otherwise provided, this Collective Agreement applies as a whole to all full-time and part-time contractors.

21.04 Past Practice

There will be no change to the past practice unless a change has been consulted on between the parties.

21.05 **Reduction of Workforce**

Should for any reason it become necessary to reduce the regular workforce, any associated layoffs/terminations will be done according to article 11 and seniority.

Laid off/terminated contractors will also be placed on a recall list and shall remain there for one (1) year after the lay off or termination.

Laid off/terminated contractors will be given the first opportunity to fill positions, during their recall period, as either as temporaries or relief employees before any other contractors are brought into do work.

Contractors on the recall list shall be contacted by the Company when a position is available. Contractors must be available to perform the required work when needed.

The Company will make reasonable efforts to contact the Contractors on the recall list.

Except for relief work requiring immediate attention, contractors contacted by the Company will be given a reasonable period of time, not to exceed five (5) working days, to indicate whether they will accept or reject the Company's offer.

ARTICLE 22

DURATION OF COLLECTIVE AGREEMENT

22.01 **Term of Agreement**

The following provisions shall take effect **and** be binding on the Company and the Union for a period commencing October 1, 2001 and ending September 30, 2005

The present Collective Agreement shall remain in full force and effect until the signing of a new Collective Agreement or until the requirements of Section 89(1) of the Canada Labour Code have been met.

The words "*term of Agreement*", "*duration of the Agreement*" and "*life of this Agreement*", as found throughout this Agreement, include the period of time during which this Agreement remains in full force and effect.

22.02

Appendices

All appendices referenced in this Collective Agreement are integral parts of the Agreement. In addition, any Letters or Memoranda of Understanding which may be agreed between the parties from time to time during the life of this Agreement shall be attached hereto when so intended by the parties and shall have full effect as part of this Agreement for its duration unless otherwise specified.

22.03

Renewal of Agreement

Either party to this agreement may, within four (4) months immediately preceding the date of expiration of the term of this collective agreement, by notice, require the other party to commence collective bargaining. Within twenty (20) working days after notice to bargain has been given, the parties shall enter into negotiations.

Within twenty (20) days following receipt of such notice, or within such additional time as may be mutually agreed upon, the representative of the company and the Union shall meet for the purposes of negotiating a new Agreement.

While negotiations continue, this Agreement shall remain in full force and effect. It is understood and agreed, however, that the Union may strike and the Company may lockout after this Agreement's expiry date.

ARTICLE 23

CONTRACTOR BONDING

23.01

Individual Commitments

- (a) Every full-time and part-time contractor will, as a condition of their initial and continued engagement with the Company, sign an agreement with the Company relating to "Conflict of Interest", a sample of which is set out in Appendix "B" of this Collective Agreement. Such agreement will be deemed to form part of this Collective Agreement during the period that a contractor is engaged as a contractor with the Company. Failure to sign and/or comply with the conditions of such agreement shall be deemed to be cause for termination of the contractor.
- (b) Every new contractor engaged subsequent to the signing of this Collective Agreement must, as a condition of engagement, be eligible for and remain eligible for bonding.

- (c) Contractors will be responsible for meeting and maintaining in an up-to-date status all statutory and regulatory provisions relating to Canada Pension Plan contributions, Employment Insurance (if applicable), and Workers Compensation Board premiums and requirements.
- (d) The Company will deduct the W.C.B. payments from the contractors earnings on a monthly basis. This will be at the courier rate as set by the Workers Compensation Board.

23.02 Performance of Delivery Services

Each contractor will perform delivery services for customers faithfully and in good and responsible manner and within rules, which the company may make from time to time to fulfil specific customer and service delivery needs. Such rules shall be reasonable, and will be provided in writing to all contractors.

Contractors shall take reasonable and proper care of all property entrusted to them or received by them in the performance of their obligations and without limiting the generality of the foregoing, contractors shall protect all mail en route from weather or other possible dangers, and except for such times as they may be in the custody of a postal official, keep the parcels constantly in the contractor's own secure care.

23.03 Union liability

The Union shall not be liable for any loss suffered by the Company resulting from the performance of a contractor provided that the loss has not occurred as a result of any act of commission or omission on the part of the Union. It is understood that this provision shall not relieve any contractor for any loss for which he/she may be liable pursuant to the terms of this Agreement.

23.04 Communications Equipment

Shall be supplied by the Company.

23.05 Security

All money received or collected by a contractor for or on behalf of the Company shall, if required by the Company, be securely held by the contractor as a fiduciary trust and shall not be used by the contractor for personal or other purposes whatsoever but shall be paid over by the contractor to the Company or Canada Post at the end of the day.

23.06 **Indemnification**

- (a) The contractor shall at all times during the continuance of his/her engagement with the Company, carry and keep in force such policies of insurance which may from time to time be required by any governmental authority.

- (b) The contractor shall assume full responsibility for any cargo that is entrusted to him/her and is being delivered by him/her and shall reimburse the owner of such cargo for any loss or damage incurred or shall reimburse the Company should the Company pay for same on behalf of the contractor.

The Company agrees not to pay any claim or make any settlement without first having consulted with the Contractor involved and having advised him/her of the Company's intention to settle and/or pay the claim. Should the contractor dispute liability for such claim paid or intended to be paid by the Company, he/she may grieve pursuant to the grievance procedure set out in Article 7. In such instances, the onus of proof is borne by the company that, the actions of the contractor were the cause of the loss or damage of the cargo,

23.07 **Vehicles**

- (a) Vehicle requirements and specifications will be set by the Company at the beginning of the term of the Company's contract with Canada Post. This will include the use of Company advertising, decals, or trade names and marks. The Company shall supply identifying decals to be affixed to the contractor's delivery vehicle, which decals shall be returned to the company upon the contractor's termination.

- (b) It is the responsibility of each contractor to supply his/her own vehicle and attend to all operating costs. Such vehicle may be purchased or leased directly by a contractor through a dealership or leasing agency. Vehicles may be leased through the Company by contractors.

- (c) The contractor will obtain and maintain all licences and permits required to carry out services to be performed by him/her under this Agreement.

- (d) The contractor will maintain, repair, insure (in a manner and for amounts prescribed by the Company) and operate each vehicle used by him/her, at his/her expense under the applicable laws of the province of BC.

- (e) It shall be acceptable practice for a contractor to post a Canadian Union of Postal Workers label on the glass of their vehicle, subject to it being placed in an area which will not impair the vision of the driver.

23.08 Identification

The contractor will wear a pictorial identification badge on his/her person at all times, this being supplied to the contractor by the Company, and remaining the property of the Company. Such badge will be returned to the Company upon the termination of the contractor.

23.09 Accounting

Contractors shall present the Company with manifests representing all work done on a daily basis. Payment for services performed will be conditional upon the contractor fulfilling his/her obligation of providing all paperwork including, but not limited to, pick-up and delivery manifests for the purposes of verifying said work. The Company agrees to pay the contractor in accordance with Article 15.01. Such payments shall be in accordance with Appendix "A".

The contractor shall be provided reasonable access to their manifest and other documents to verify their earnings.

APPENDIX "A"

CLASSIFICATIONS AND WAGES

The following chart will apply for all products that the company wishes to be delivered or picked up. This is on a per piece basis.

	October 1, 2001	October 1, 2002	October 1, 2003	October 1, 2004
Relays	0.70	0.70	.75	.75
Directs	0.70	0.70	.75	.75
Pick up for a fee (PUFFS)	2.10	2.10	2.18	2.18
Proof of Deliveries (POD)	1.10	1.10	1.14	1.14
Proof of Deliveries pick ups (POD pick ups)	1.10	1.10	1.14	1.14
Cash on Delivery	1.10	1.10	1.14	1.14
Customs	1.10	1.10	1.14	1.14
Security Register	1.10	1.10	1.14	1.14
Parcels/packages	0.70	0.70	.75	.75
Streetletter mail box	0.95	0.95	1.00	1.00
Retail post office (sub)	2.10	2.10	2.18	2.18
Priority post off route (RR)	5.20	5.20	5.41	5.41
Delivery of Priority Post on Route	1.10	1.10	1.14	1.14
Pick up outside of route (RR pick up)	5.20	5.20	5.41	5.41
Express Post	.70	.70	.75	.75

Training rate will be 60% of current rate per piece.

Temporaries/Relief Contractors will be at 60% of current piece rate.

Temporaries and Relief Contractors with vehicles will receive 90% of current rate.

Any fuel allowance forward to the Company by Canada Post will be passed on to the Contractors.

APPENDIX “B” – SAMPLE AGREEMENT (AS TO CONTENT)

RE: CONFLICT OF INTEREST

Sundance Couriers (hereinafter referred to as “the Company”) and _____
_____ (hereinafter referred to as “the Contractor) hereby agree as follows:

Non-Solicitation / Non- Competition

1. The Contractor shall not, during the term of this Agreement, and for six (6) months thereafter, in the municipality of Nanaimo, directly or indirectly, either individually or in conjunction with any other person, as principal or agent or in any other manner whatsoever, engage in or carry on the business of pick-up and delivery of parcels of Canada Post in competition with the Company.
2. The Contractor shall not, during the term of this Agreement and for six (6) months thereafter, engage himself or enter into any agreement with any carrier that may, in whole or in part, replace the Company as the contractor of choice with Canada Post respecting the pick-up and delivery of parcels in the municipality of Nanaimo. This will not apply in situations where the tendered work that the Company was performing for Canada Post is awarded to another Company.
3. For greater certainty, item nos. 1-2 preceding will survive the termination of this agreement.
4. In the event of any actual, threatened, or apprehended breach of any the Items contained herein, the Company shall be entitled to equitable relief through a court of law including injunctive relief and other remedies including without limitation the recovery of damages.

Statutory Remittances and Deductions

It is understood that the nature of the relationship between the parties is that of a “Carrier and Contractor”. Consequently, the Company will not be withholding income tax or deducting or paying Canada Pension or Employment Insurance, and that it is the owner/operator’s responsibility to make any such statutory remittances and deductions.

Union Liability

The Company will not hold the Canadian Union of Postal Workers liable for any violation of this Agreement.

Return of Company Assets

Upon termination of this Agreement, the Contractor shall immediately return to the Company any and all property belonging to the Company including, without limiting the generality of the foregoing, any door keys, operation manuals, communications equipment, identifying insignias, stamps, permits, cards, licenses, registration plate or papers obtained by or on the behalf of the Company in the furtherance of the operation of the contractor's vehicles in the business of the Company. The Contractor agrees that the Company shall have the right to withhold any monies owing to the Contractor until all property belonging to the Company has been returned in satisfactory condition or the Company may, at its sole discretion, elect to deduct the cost of the property from any monies owing the Contractor.

APPENDIX C

GRIEVANCE F

Contractors Name		Work Location
Home Address/Union Local Address		Telephone
Job Title	Company	Shift
Statement of Grievance		
Corrective Action Requested		
Bargaining Agent Canadian Union of Postal Workers		Bargaining Unit Island Opportunities Inc.
Name of Representative of Bargaining Agent	Address for Contact	Telephone
Approval for representation of grievance relating to Collective Agreement and/or Arbitral Award and agreement to represent employee is hereby given		Signature of Bargaining Agent Representative
Employers Representative Signature		Submitted on this date:

Copies will be distributed by the Company as per 7.13 of the Collective agreement

LETTER OF UNDERSTANDING NO.1

RE: ARTICLE 15 – CHANGE IN PAY PRACTICES

- a) During negotiation, the Company proposed that the final pay period for the contractors be amended to paid out four (4) banking days after the last day of the month.
- b) To aid in this transition to this new end of month pay system, the Company will add 2 average days' earnings to the 15th of the month draw for the first month only when switching to the new pay system

LETTER OF UNDERSTANDING NO. 2

RE: ARTICLE 9.02 – APPLICATION OF PROBATION PERIODS TO EXISTING CONTRACTORS

It is understood and agreed that for the purposes administering the probation provisions of Article 9.02 to existing full-time and part-time Contractors as at the date of signing this Collective Agreement, the following will apply:

- (a) Full-time and part-time contractors whose accrued service with the Company since their last date of engagement is such that it satisfies the probation periods set out in Article 9.02 – i.e. 3 months and 6 months, respectively – will not be required to serve a new probation period.
- (b) Contractors whose service with the Company, as described above, is insufficient to fully complete the specified probation period will have their period of service credited towards the completion of their probation.
- (c) Contractors that fall under (b) above will have full access to article 8 and 7 and will not be limited to 5.01 as in 9.03.

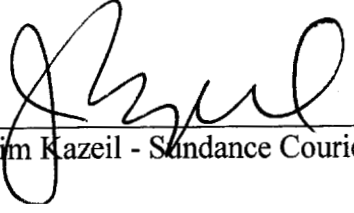
LETTER OF UNDERSTANDING NO. 3

INTRODUCTION OF NEW PRODUCTS

During the period between the tentative agreement being finalized and the ratification of the collective agreement by the members, it has come to the Union's and the Company's attention that new products or new rates may be introduced. The Company and the Union will consult on those issues and the new rates be appended to the Collective Agreement.

This Collective Agreement is signed in Nanaimo, B.C. and Vancouver, B.C.

For the Employer: ~~Company~~ 



Jim Kazeil - Sandance Courier

Dec 20/01
Dated

For the Union:


Pat Bertrand - C.U.P.W.

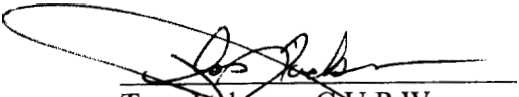
Nov. 30/01
Dated


Betty Nelson - C.U.P.W.

Dec 1/01
Dated


James Timmins - C.U.P.W.

Dec 20/2001
Dated


Tom Jackson - C.U.P.W.

Dec 20/01
Dated