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COLLECTIVE AGREEMENT

Between

Insurance Courier Services Inc.

And

National Automobile, Aerospace, Transportation
and General Workers Union of Canada
Local 114

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Effective: November 3rd, 2002 — November 2nd, 2005

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Employees

This Agreement entered into this 24th day of October, 2002

BETWEEN:

Information Communications Services (ICS) Inc.,
of the City of Vancouver, Province of B.C.
(hereinafter referred to as I.C.S. or the 'Company')

AND:

The National Automobile, Aerospace, Transportation And General Workers Union
(Caw-Canada), Local 114, in the Province of British Columbia
(hereinafter referred as the "Union")

It is the desire of the Company and the Union to enter into an Agreement governing the wages, hours of work, and working conditions of the employees of the Company in the classifications listed in the Appendix attached hereto and, the parties to this agreement desire to co-operate in establishing and maintaining conditions which will promote harmonious relations and provide procedures for a fair and amicable adjustment of disputes which may arise between them. Both parties are pledged to co-operate and assist to the fullest extent in promoting safety and efficiency within business operations.

ARTICLE 1 - UNION RIGHTS

1.01 The Company recognizes the Union as the sole collective bargaining agent of the employees and Brokers covered by this Agreement. Designated officers and committee persons of the Union shall be recognized by the Company and shall represent the Union in discussing any and all matters affecting the relationship between the Company and the employees who are covered by this Agreement.

- 1.02**
- (a) "Broker" means Contractors who supply their own vehicles and are recognized solely for purposes of Part I of the Canada Labour Code as "Dependent Contractors" of the Company and the parties consider their relationship to be that of Company/Independent Contractor and not Employer/Employee.
 - (b) "Employee" means Sorters and Hourly Couriers and the parties consider their relationship to be that of Employer/Employee.
 - (c) Where the language in the Agreement references Brokers or Employees, this shall be clearly distinguished in the Article.

(d) "Employee" shall not include any driver or swamper working for a Broker.

- 1.03** Employees and Brokers shall be represented by a Shop Steward Committee which shall consist of up to five (5) elected bargaining unit members. The Chairperson of this Committee shall be the Chief Shop Steward and shall act as the liaison between the bargaining unit members and the Company. The Committee and/or Chief Shop Steward may at any time call upon the services of an accredited staff representative of the Union to assist them. The Company shall designate an individual representative to act as primary liaison between the Chief Shop Steward and the Company.
- 1.04** The provisions of Part 1, Chapter L-2, Section 44 of the Canada Labour Code dealing with successor rights and obligations is recognized by the parties but are enforceable under the Code and not by way of arbitration.
- 1.05** The Company shall not discriminate against any of the bargaining unit members who are members of the Shop Stewards Committee and who, from time to time, represent other bargaining unit members.
- 1.06** The Union shall promptly notify the Company in writing of the names of the persons comprising the Shop Stewards Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the supervisors with whom said accredited Representatives shall deal and any changes in personnel thereof.
- 1.07** (a) Accredited Union Representatives may request access to the Company's premises during working hours for the purpose of adjusting disputes, and investigating working conditions. Such requests shall be subject to advance notice and operations requirements but shall not be unreasonably refused.
- (b) A member of the Shop Stewards Committee shall not leave his/her regular duties without first obtaining permission to do so from his immediate supervisor. It is understood that the taking of such time away from regular duties shall be for the purpose of dealing with existing grievances or other purposes expressly provided by this agreement, and shall be kept to a minimum. Under these circumstances permission will not be unreasonably withheld. The Union Representative shall return to these regular duties as expeditiously as possible.
- 1.08** The Company agrees to provide a Bulletin Board for use by the Union for postings relating to Union meetings and other Union matters. The said notice board shall not be located in any place where the general public has access, but shall be in such a place where the bargaining unit members have proper access and shall not be disturbed while reading any notices on said bulletin board during off duty periods.

- 1.09** (a) All new hires shall become members of the Union and shall as a condition of employment become and remain members of the Union and must apply within three days of commencing work. The Company shall be entitled to hire and shall not be required to terminate a bargaining unit member whose membership in the Union is refused or terminated by the Union.
- (b) It shall be the responsibility of the Management, when hiring new bargaining unit members, to have them sign Union membership cards and forward them to the local Union office.
- (c) Also, at time of hiring, the hiree shall be handed a copy of the present Collective Agreement and Benefit Plan booklet.
- (d) Should a bargaining unit member leave the employment of the Company the Local Union Office is to be notified.

1.10 Union Dues Deduction

- (a) Deduction Forwarded

The Company agrees to deduct once each month, from the earnings of each bargaining unit member covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union. The total amount so deducted, with a statement of the amount deducted by the Employer, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month immediately following in the manner provided for in Sub-Section (b) hereof. The Company shall show the total amount of Union Dues deducted on the employee's T4 slip or statement of annual revenue issued each year to Brokers. The basis of dues deduction (i.e. —% or flat rate) will be the same for all hourly employees.

- (b) Cheques Made Out to Local

Cheques shall be made payable to CAW Local 114 and forwarded to the Local Union Secretary Treasurer.

- 1.11** No officer of the Company shall perform work exclusively performed by the bargaining unit on a regular, ongoing basis to the extent that it causes the layoff or reduction in regular hours of a bargaining unit person except for temporary workload, training, route mapping or auditing, to replace absent bargaining unit members or in emergency situations.

- 1.12** The Company agrees not to enter into any contract with the bargaining unit members, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such contract will be null and void. Broker Agreements in the form contained in Appendix "B" shall form part of this Collective Agreement.

- 1.13** No employee or Broker will be required to cross a picket line where there is a reasonable concern for the safety of the employee or Broker or damage to the vehicle.
- 1.14** Any employee elected or appointed to a full-time position with the CAW-Canada shall be granted a leave of absence of no less than twelve (12) months and no more than seventy-two (72) months without pay provided that ninety (90) days notice is given the Company prior to the beginning and the ending of such leave. During such leave, the employee's seniority shall accumulate, welfare benefits, and annual vacation benefits shall be suspended at the commencement of the leave. Welfare benefits and vacation accrual will commence the first day the employee returns to work subject to any requirements of the welfare benefits provider. The Company will make its best efforts to have the insurance company waive the re-qualification condition.
- 1.15** The Company shall grant a leave of absence to employees for short term union business subject to the following conditions:
- a) fourteen (14) days advance, written notice;
 - b) the purpose is restricted to the business of the bargaining unit, education related thereto, and meetings of the CAW;
 - c) subject to the operational needs of the Company as determined by the Company after consultation with the Union.
- 1.16** It shall not be a violation of this Agreement for an employee to post the CAW - Canada Union label in a conspicuous place in the cab of the vehicle the employee is operating. This decal shall be not more than 4" in diameter.
- 1.17** The Company will provide a payment to the Union in the amount of \$1,500.00 in full satisfaction of all claims by employees and Brokers for time spent or remuneration lost as part of the Union negotiating committee in renewal collective bargaining.
- 1.18** Company Rules and Regulations - The Company may implement and alter from time to time rules and regulations to be observed by bargaining unit members. The Company agrees that any conduct regulations and rules shall be reasonable and shall not be inconsistent with the provisions of this Agreement.
- 1.19** The Company will pay Two hundred fifty dollars (\$250.00) towards the Union's cost of printing the Agreement. The Union will provide copies for the Company to distribute to employees plus twenty-five (25) copies for the Company.
- 1.20** The Company agrees that no employee or Broker employed as of October 29th, 1999, will be laid off as a result of contracting out.

ARTICLE 2 - GRIEVANCE PROCEDURES

- 2.01** (a) It is the intention of the parties that this procedure shall provide an expeditious and peaceful method of adjusting grievances in accordance with this Agreement and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.
- (b) An employee who has completed probation may only be disciplined or discharged for just and reasonable cause.

2.02 Any complaints with respect to the Collective Agreement or disagreement between the Company and the Union or the bargaining unit members covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

2.03 Any bargaining unit member, the Union or the Company may present a grievance as follows. Any grievance which is not presented within seven (7) working days following knowledge of the event giving rise to such grievance shall be forfeited and waived by the aggrieved parties. A grievance filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure. A grievance may be filed by the Union on a newly issued policy but not in respect of a matter on which an individual employee could grieve.

2.04 Step 1

To speed the resolution of a complaint and provide the Supervisor a fair chance to resolve the complaint in an informal manner a bargaining unit member shall first discuss a complaint verbally with the Supervisor before the matter can become the subject of a written grievance at this Step 1 except for complaints about discipline or harassment by the Supervisor.

- there shall be no recriminations because a bargaining unit member has raised a complaint
- the bargaining unit member will have the assistance of a Union steward in discussing the complaint.

If the Supervisor has not resolved the complaint satisfactorily it may be filed with the Supervisor as a written grievance signed by the bargaining unit member(s) affected. The grievance shall contain a description of the circumstances and the alleged violation of the agreement so that the Company can know what complaint it is answering. The bargaining unit member will have the assistance of the Steward in writing and presenting the grievance. The Steward and the Supervisor shall meet to discuss the grievance within seven (7) working days and the Supervisor shall respond in writing within a further seven (7) working days.

The failure of a bargaining unit member to grieve circumstances which the Union believes to be a violation shall not prevent other bargaining unit members from grieving similar circumstances in the future.

Step 2

Failing settlement at Step 1, and within seven (7) working days of receiving the supervisor's response, the grievance may be filed by the Chief Shop Steward or designate or staff representative in writing with the Branch Manager or designate, who shall respond in writing within seven (7) working days of a meeting with the Chief Shop Steward or designate and the Union staff representative (if requested) and the employee if requested by either party.

- 2.05** (a) Where a grievance is not progressed by the Union or the Company (in the case of a Company grievance) within the prescribed step or time limits, it shall be considered dropped and all rights of recourse will be forfeited.

(b) Where a decision with respect to a grievance is not rendered by the appropriate Company officer within the prescribed time limits, the grievance will be processed to the next step in the grievance procedure.
- 2.06** A grievance concerning the dismissal of a bargaining unit member may be filed commencing with Step 2 of the grievance procedure within ten (10) working days of the date the bargaining unit member is dismissed.
- 2.07** The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties confirmed in writing.
- 2.08** No bargaining unit member shall enter the offices of a Supervisor for disciplinary purposes (counselling is not discipline) or receive a letter of warning from same without having the right to have a member of the Shop Steward Committee present provided such Committee person is available at the workplace or readily obtainable.
- 2.09** A bargaining unit member who is required to attend any meeting on Company business shall be paid the appropriate rate of pay for such meetings.
- 2.10** Any meetings with management necessary to comply with the formal grievance provisions of this Article will be held at an agreed time at no loss of pay at the appropriate rate to the bargaining unit members concerned.
- 2.11** 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, acting on behalf of the bargaining unit member, may inspect the

bargaining unit member's disciplinary file, with the written authorization from the bargaining unit member.

- 2.12** Any verbal warning will remain on the bargaining unit member's file for a period of six (6) months. A written reprimand shall remain on the bargaining unit member's file for a period of eighteen (18) months. At the completion of the specified period the reprimand or disciplinary notice will be removed. If a repeat infraction occurs within the specified period, the original and subsequent notices or reprimands will remain in the file for a further period of six (6) or eighteen (18) months from the date of the most recent notice or reprimand. No discipline dated prior to June 22nd, 1998 will be relied upon unless there has been subsequent discipline between June 22nd, 1998, and June 22nd, 1999.
- 2.13** All monetary grievances that are mutually agreed upon shall be paid the pay period commencing after the settlement, either by separate cheque or, in the alternative, the bargaining unit member's regular cheque shall be accompanied by a written statement outlining the amount and the grievance settlement involved.

ARTICLE 3 - ARBITRATION

- 3.01** Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to a Board of Arbitration. Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 2.
- 3.02** The Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.
- 3.03** The following four (4) Arbitrators will be appointed on a rotation basis, subject to availability within 90 days of application as the single arbitrator to resolve outstanding disputes.

Judy Korbin David McPhillips Jim Dorsey Joan McEwen

If none of the above named arbitrators are available within 90 days it will be referred to the Arbitrator on the list who can be available earliest.

- 3.04** In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.
- 3.05** The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

3.06 The expense of the Arbitrator shall be borne equally by the Company and the Union.

3.07 The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing.

3.08 No Strikes/Lockouts.

In view of the orderly procedures for the settlement of disputes under this Agreement the parties agree that there shall be no lockout, strike or picketing during the term of this Agreement until same is legal pursuant to the Canada Labour Code.

ARTICLE 4 - SENIORITY

4.01 The Company and the Union agree to recognize the principle of seniority as further described in the following sections of this Agreement. Seniority is unbroken service an employee accrued since the hire date shown on the initial seniority lists under the first Collective Agreement.

4.02 If the Company opens a new depot in the Greater Vancouver Area and Fraser Valley from Horseshoe Bay to Abbotsford inclusive then employees displaced as a result of transfer of work to the new depot who were employed as of October 1999 will be given the opportunity to fill vacancies in the new depot before the company hires new employees. This shall be done in order of seniority amongst employees so displaced and by written request.

Layoff

- 4.03** (a)
- (i) If there is a layoff amongst hourly Couriers the junior Courier(s) shall be laid off first and shall have the right to bump the junior full-time Sorter if the Courier was full-time and has greater seniority and the junior part-time Sorter if the Courier was part-time. A full time Sorter displaced as above who has greater seniority may bump the junior part-time Sorter.
 - (ii) If a layoff is initiated amongst full-time Sorters the most junior full-time Sorter(s) shall be laid off and may bump the most junior part-time Sorter(s) if that Sorter(s) has less seniority.
 - (iii) If a layoff is initiated amongst part-time Sorters the most junior part-time Sorter(s) shall be laid off.

(b) If there is a permanent reduction in the daily hours of work for an employee of more than one and one-half (1½) hours [see Article 8.04(c)] it shall be the junior employee in the classification who is affected. A Courier so laid off may bump the junior Sorter if that employee has less seniority.

(c) A bargaining unit member who bumps into a lower rated job shall be paid the lower rate.

4.04 (a) It is deemed there will be two (2) seniority lists, one for Couriers and one for Sorters.

(b) The amended lists shall be posted on January 1st and July 1st of each year, and copies shall be sent to the Chief Shop Steward and to Local 114.

4.05 Protests in regard to seniority status of a bargaining unit member must be submitted in writing to the Branch Manager within thirty (30) calendar days from the date the seniority list is posted or within thirty (30) calendar days from the date a new bargaining unit member's name is placed on the seniority list. If proof of error is presented, such error will be corrected by mutual agreement with the Company, and such agreed upon seniority shall thereafter be final. After the deadline the list shall be deemed correct.

Recall

4.06 Before adding to the workforce of bargaining unit members covered by this Agreement, any bargaining unit members previously laid off from that classification who retain seniority, will be recalled on the basis of seniority. In the case of a recall of five (5) days or less, one telephone call to the bargaining unit member's last recorded contact number on the Company records shall satisfy this requirement.

4.07 The Company will notify bargaining unit members of recall by registered mail or courier at their last known address. If such bargaining unit members fail to report within five (5) days after notification, the standing as a bargaining unit member of any such person failing to report within five (5) days will be forfeited.

4.08 In the event of a layoff of more than five (5) days but less than thirty (30) days, the bargaining unit member will receive one (1) weeks notice of such layoff or one (1) weeks pay in lieu thereof. In the event of a layoff of thirty (30) or more days the bargaining unit member will receive two (2) weeks notice of layoff or pay in lieu thereof. Notice of layoff will be credited towards notice, if any, required by legislation. No notice is required for a layoff due to fire, flood, electrical failure, etc. which makes the plant inoperable or external weather or transportation disruptions which interrupt flow of freight to or from the Company.

Technological Change:

The Union and the Company agree that the development of new methods and equipment is necessary to remain competitive and satisfy customer service and price requirements.

Where new methods or equipment will cause a layoff the Company will consult with the Union prior to the introduction of the methods or equipment.

The provisions of sections 52, 54 and 56 of the Canada Labour Code (as may be renumbered from time to time) shall not apply to this Agreement.

The Company will give no less than thirty (30) days' advance notice of any new equipment or methods which will cause a layoff. The notice will contain:

- (a) the nature of the technological change;
- (b) the anticipated date of implementation of the change;
- (c) the number and type of bargaining unit members likely to be laid off.

The Company will consult with the Union no less than ten (10) days prior to the introduction of such change and will give full consideration to the Union's suggestions.

In the event of branch closure, severance pay shall be calculated in accordance with the provisions of the Canada Labour Code.

4.09 If a Courier route is converted to a Broker route an existing Courier as of the ratification of this Agreement shall have one of the following options after receiving thirty (30) days' notice (except where this route conversion occurs as part of a layoff which would have affected the Courier):

- (a) bump the junior Courier;
- (b) accept a layoff and must wait until there is a Courier vacancy as long as recall rights continue as per Article 4.12(f);
- (c) Transfer to Broker status on the converted route and signing and complying with the conditions of the standard Broker Agreement in which case seniority as a Courier will be frozen;
- (d) Claim a vacant Sorter position pursuant to the job posting procedure in Article 4.11(a)

OR

if (c) has been refused within five (5) days and a Sorter has successfully bid for the new Broker position he shall have the first claim on the vacated sorter position.

The foregoing options must be exercised within two (2) weeks of notification of route changeover during which the Company shall not permanently fill the vacancies in (b), (c) and (d).

A junior Courier bumped under (a) shall be entitled to exercise options (b) through (d).

Job Posting:

- 4.10** (a) All new employee routes or permanent employee vacancies shall be posted for three (3) days. The Company will consider the knowledge, training, skill and ability to perform the normal work required and where these are relatively equal, and amongst employees who have the minimum qualifications for the job, seniority shall govern with first preference to employees within the same classification.
- (b) All postings shall show the position, the job number, number of hours of work and days off, and expected duration of the position (if applicable).
- (c) An employee must stay in a position for a minimum of six (6) months before posting on to another position.
- (d) Only the original vacancy and the first resulting vacancy shall be posted and all further resulting vacancies shall be filled by management assignment.
- (e) The Company may assign Leadhand responsibilities and premium to a full-time bargaining unit member on the shift without posting.

Upon giving forty-eight (**48**) hours' notice either the Company may discontinue the assignment or the bargaining unit member may relinquish it.

The bargaining unit member shall continue to be bumpable but the Lead hand assignment is not.

The Leadhand directs other bargaining unit members in addition to the Lead Hand's other duties and may not hire, fire or discipline any bargaining unit members.

- 4.11** If a Courier is awarded a position as a sorter, the incumbent's sorter seniority will begin on the first day working as a sorter. The Courier's Courier seniority shall

be frozen until the individual in question again assumes a Courier position. The identical situation shall prevail for a sorter awarded a position as a Courier.

4.12 An employee shall lose their seniority and employment in any of the following events:

- (a) The employee is discharged for just and reasonable cause or during the probationary period;
- (b) The employee voluntarily leaves the employ of the Company;
- (c) The employee fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification as in Article 4.07;
- (d) The employee fails to report for work for three (3) working days without notifying the Company, except for circumstances beyond the control of the employee.
- (e) The employee uses a leave of absence for a purpose other than the purpose for which the leave is granted.
- (f) The employee has been on lay-off for a period equal to his previous seniority to a maximum of twelve (12) months;
- (g)
 - (i) The Courier is convicted of an offence, while driving, under the Criminal Code.
 - (ii) If the Courier's license is suspended or revoked under provincial legislation he will be placed on layoff without recall to a Courier position and will be recalled to a vacant Sorter position after laid off Sorters but before posting the vacancy. If the Courier's license is subsequently reinstated he may bid for a vacant courier position provided this does not prejudice the Company's operating authority and the Courier pays any resulting insurance premium increase.
- (h) Theft of customer property shall be cause for discharge. The onus of proof is on the Company and the discharge shall not be upheld where the Company does not satisfy the onus with evidence which is clear and cogent. This article does not mean that theft of Company property is permissible and does not restrict the Company's right to discipline or discharge for theft from the Company subject to the regular arbitration case law.

4.13 (a) An employee shall be on probation for a period of sixty (60) days worked from the date of hiring by the Company. When an employee has

completed their probationary period then their seniority date shall be established from the date and hour of commencing work.

(b) A probationary employee, including a broker during his first sixty (60) days worked, may be terminated without notice at the discretion of management provided such discretion shall not be exercised arbitrarily.

4.14 The initial seniority of all Couriers and Sorters shall be as shown on the respective lists dated September 21st, 1999.

4.15 An employee shall lose all seniority after ninety (90) consecutive calendar days of employment with the Company in a position outside the bargaining unit.

ARTICLE 5 - HEALTH & WELFARE

5.01 Insured Benefits:

The Company shall arrange and pay the premiums for the Company's Insured Benefit package for full time employees who have completed one year continuous service. These payments shall be made while the employee is actively at work, to the end of the month in which a layoff occurs and for up to one year of an absence due to proven medical reasons which prevent the employee from working and otherwise where required by law. Such plan does not form part of this Agreement.

There shall be a Weekly Indemnity plan on a 1/1/8/15 basis at sixty per cent (60%) of normal earnings provided that the entire Employment Insurance rebate accrues to the Company.

If an insurance claim has been delayed or denied the Company will assist the employee in identifying the problem and identifying the additional information required to complete the claim.

5.02 RRSP Plan

The Employer will match employee contributions of one per cent (1%) of gross earnings from the Employer.

5.03 B.C. Medical Services Plan (MSP)

The Company shall pay one hundred percent (100%) of the employee's MSP premiums. These payments will be made for each month while the employee is actively at work after completion of probation, to the end of the month in which a layoff occurs and for up to one year for an absence due to proven medical reasons which prevent the employee from working.

Part-time regular employees who work at least twenty (20) hours per week shall also receive the above benefit.

ARTICLE 6 - FUNERAL LEAVE/LEAVE OF ABSENCE

- 6.01** If an eligible employee suffers a death in the immediate family such employee, upon request, will be granted such time *off* with no loss of pay as is necessary to make arrangements for the funeral and to attend not exceeding three (3) working days. If necessary, in case of members of the immediate family, funeral leave may be extended by an extra two (2) unpaid days. This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on leave of absence or layoff.
- 6.02** For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, spouse, and child, mother-in-law, father-in-law, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.
- 6.03** There shall be no loss of seniority for employees on leave of absence including illness, Workers' Compensation, except as may be mutually agreed upon in writing between the Company and the Union.
- 6.04** The Employer may grant Leave of Absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer.

No leave of absence except as otherwise provided within this Agreement will be granted in excess of sixty working (60) days.

Extended leaves of absence above and beyond the sixty working (60) days may be granted by the Company in writing. Seniority will not accrue in excess of sixty (60) working days

- 6.05** Maternity/parental child care leaves as provided in the Canada Labour Code shall apply to all employees.
- 6.06** The Company will pay \$1,500.00 per year toward the Union's Paid Educational Leave program.

ARTICLE 7 - JURY DUTY

- 7.01** When employees are required to serve on a jury, or subpoenaed as witnesses in a matter not related to Union Management relations, the employee will be paid

for the difference between the jury or witness fees and the pay for work for the period for which they are required to serve on such duty, provided the employee be available for work for the Company during said period when the employee is not required to actually serve on such duty. When employees are appearing as a Company witness on Company business, they shall be paid at their appropriate rates of pay.

The employee must notify the Company within forty-eight (48) hours of receiving such jury notice or subpoena, or prior to the commencement of the shift(s) affected, whichever comes first.

ARTICLE 8 - HOURS OF WORK

8.01 The following is not a guarantee of hours of work per day or per week except as expressly provided.

The work week will be Monday through Sunday. All time worked in excess of forty (40) hours per week and over eight (8) hours per day for Sorters and forty-five (45) hours per week and nine (9) hours per day for Couriers will be paid at time and one-half (1½) times basic rate. Overtime to be based on a day to day basis except for those employees working a long day, short week by agreement. No employee shall be required to take time off in lieu of overtime hours worked. In a week during which one or more Statutory Holidays occur(s), the forty (40) hours requirement will be reduced by eight (8) hours each Statutory Holiday for Sorters and the forty-five (45) hours requirement will be reduced by nine (9) hours for Couriers.

8.02 (a) No shift will be scheduled (excluding the separate segments of a split shift and overtime assignments) for less than four (4) consecutive hours.

(b) Categories of hourly employees:

- (i) Full-time regular employees are those who are regularly scheduled for thirty (30) hours per week or more.
- (ii) Part-time regular employees are those regularly scheduled for up to 29.9 hours.
- (iii) Casual employees are those who work “when called” but who have no regularly scheduled hours of work on an on-going basis. Without limiting the foregoing the Company may call in casual employees for:
 - 1. replacement of employees who are absent due to vacation, illness, injury, WCB, bereavement, jury duty, or excused absence;

2. replacement of employees who are on leave of absence, maternity leave, compassionate leave, education leave, etc.
3. short term extra staffing needs not exceeding 3 months.
- (iv) Casual employees may not be utilized until the work has been offered in accordance with 8.11(c) and to qualified laid off employees in accordance with Article 4.06.
- (v) Casual employees shall be covered by the Collective Agreement except they:
 1. have no seniority, layoff, recall or bumping rights however they shall be called in order based on start date;
 2. have no entitlement to insured benefits, income replacement benefits, general holidays, vacations except as provided by the Canada Labour Code.
 3. Casual employees may bid for posted positions in their classification 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.

8.03 If there are adjacent but not overlapping part-time shifts and one or more is permanently vacant the company shall combine the shifts provided:

- a) it does not result in overtime or split shift premium, and
- b) the work can be performed within the scheduled time, and
- c) if this results in additional hours being assigned to an employee, the employee is willing to work the additional hours;
- d) the additional hours will be offered to other employees in the classification on adjacent or parallel shifts in the order of seniority subject to a), b) and c) above.

8.04 (a) An hourly employee whose total daily hours of work or shift start/stop times are permanently reduced or changed by more than 1.5 hours per day shall be given two (2) weeks' advance notice.

(b) A permanent reduction in the total daily hours of an hourly employee by more than 1.5 hours shall be a layoff.

- (c) "Permanent" in Article 8.04 means more than eight (8) weeks.
- 8.05** (a) A bargaining unit member working a split shift in which the scheduled split including the unpaid lunch, is more than two and one-half (2½) hours, shall receive a premium of Five dollars (\$5.00) per shift. No split shift shall be scheduled for less than eight (8) regular working hours if there is a split which is more than two and one-half (2½) hours including the unpaid lunch.
- (b) No Sorter split shift shall be scheduled for less than eight (8) regular working hours.
- (c) A lunch period does not constitute a "split". A paid rest period is part of regular working hours.
- (d) Split shifts shall not be split more than once and each segment shall not be less than two (2) hours.
- (e) Subsections (a) to (d) do not apply to a former part-time employee who was awarded a second part-time shift.
- (f) special shifts other than as provided in this agreement may be utilized upon agreement of the Company, the Union and the employee working the shift.
- 8.06** A shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, may be established. Where such shifts are established, overtime shall occur after the tenth (10th) hour at the rate of time and one-half, (1½) the basic rate for Sorters; and four (4) days, eleven and one-quarter (11¼) hours for Drivers.
- 8.07** An employee temporarily assigned to a higher rate position shall receive the higher rate for such hours worked or any part thereof. An employee temporarily assigned to a lower rated position shall not have his/her rate reduced.
- 8.08** All employees shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.
- 8.09** An employee whose shift is six (6) consecutive hours or more shall have an unpaid meal period of one-half (½) hour (either one-half (½) hour or, in the case of Couriers, one (1) hour in the case of a shift of seven (7) consecutive hours or more). Such meal period shall be between the end of the third hour and the end of the sixth hour as scheduled by the Company to meet service requirements.
- 8.10** There shall be no pyramiding of overtime.

- 8.11 (a) Overtime assigned to a Courier shall be mandatory.
- (b) Additional hours of work which arise on a day by day basis and which are assigned to Sorters who are scheduled for less than eight (8) hours per day will be offered in order of seniority to those who have signed up on the locked monthly sign-up sheet for same and who are at work when the additional hours are assigned and who are trained to perform the work and are able to complete it in the required time after completing their own work. If there are insufficient volunteers such persons, regardless of whether they signed up, may be required to work in the reverse order of seniority.

Additional hours will be offered to Sorters under (b) before being offered under (c) if practicable.

- (c) Overtime assigned to sorters shall be offered in order of seniority to those who have signed up for same on the locked monthly sign-up sheet and who are at work when the overtime is assigned and who are trained to perform the work. If there are insufficient volunteers such persons, regardless of whether they signed up, may be required to work in the reverse order of seniority.

ARTICLE 9 -GENERAL HOLIDAYS

9.01 The following general holidays will be observed:

New Year's Day	Good Friday	Victoria Day
Canada Day	British Columbia Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day	Floating Holiday (2005)	

In utilizing the Floating Holiday, the employee shall notify the Company in writing at least two (2) weeks in advance of the requested floater day. The floater day shall be subject to operational requirements. In the event of a conflict between two (2) employees requesting the same floater day, preference shall be given to the employee who made the request first.

9.02 Eligible employees are those employees who have been employed in excess of thirty (30) calendar days and who have received wages for at least fifteen (15) days of the thirty (30) days immediately preceding the holiday.

9.03 An eligible employee will be entitled to pay for the above-noted holidays although no work is performed, provided such employee works on the regular scheduled work days first preceding and next following such holidays. The Company will recognize reasons advanced by the employee for absenteeism on the regular

scheduled work day preceding or following the holiday and if deemed reasonable/legitimate such holiday pay entitlement will be granted.

- 9.04** General Holiday pay will be computed by multiplying the employee's basic straight time hourly rate of pay by the number of hours which would have been worked if that were the employee's regularly scheduled work day.
- 9.05** All hours worked on a General Holiday shall be paid at time and one-half (1%) if the preponderance of the hours worked on the shift are worked on the General Holiday.
- 9.06** If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, at his option, shall receive a day off with pay or a regular day's pay. Should the employee choose a day off it may be taken on the first working day preceding the holiday or the first working day following the holiday or on a day mutually agreed between the employee and the supervisor.
- 9.07** In the event a General Holiday with pay is proclaimed by the Federal Government, such holiday shall also be observed if not already listed in the above holidays.

ARTICLE 10 -VACATIONS

- 10.01** The Company shall identify by the 15th of January the number of employees who may take vacation in each calendar week and the blackout periods.

Each employee in order of seniority will select his/her desired time for vacation from the available vacation periods. An employee shall be required to select his/her vacation dates within a maximum of twenty-four (24) hours (excluding his/her regular days off). Any employee failing to select his/her vacation date except for bona fide sickness or injury where the Company is unable to contact, then the employee shall forfeit his/her seniority rights for vacation selection and will be required to wait until all other employees within the Depot have selected their dates. Such selection of vacation dates is to be completed by March 31st of each year. Any employee who wishes to change his/her vacation selection after March 31st will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval.

- 10.02 (a)** Employees shall be allowed to split their vacation entitlement in complete weeks, which must be declared prior to March 31st of each year. Seniority will apply to the entire vacation entitlement as provided in Article 10.03 (a), however an employee shall be limited to two (2) weeks of vacation between May 1 and September 30. Vacation requests received after March 31st shall be allowed at the discretion of the Company.

(b) The Company shall post a notice confirming the selection of dates chosen by the employees for their vacations. This notice shall be placed for all the employees to see and shall remain there until all vacations have been taken. The above to be completed by April 15 of each year.

10.03 (a) Vacation entitlement shall be:

*	two (2) weeks after	one (1) year's service,
*	three (3) weeks after	five (5) years' service,
*	three (3) weeks after	six (6) years' service,
*	four (4) weeks after	ten (10) years' service, and
*	five (5) weeks after	fifteen (15) years of service.

(b) Vacation pay shall be calculated at the rate of two per cent (2%) of gross earnings since the last anniversary of the employee's hire date for each week of vacation entitlement. "Gross earnings" shall be calculated as required by the Canada Labour Code.

* (To be implemented in year 3 of the Agreement.)

10.04 Regular part-time employees will be compensated and entitled to vacations on a percentage basis of their annual earnings and in accordance with their years of service as in Article 10.

10.05 The Company shall provide an employee with a computation of vacation pay upon written request, once annually.

10.06 Vacation time must be taken within fifteen (15) months of the anniversary date upon which the complete vacation was earned. Any vacation not scheduled with twelve (12) months of the anniversary date will be scheduled by management.

10.07 In the event that an employee leaves the employ of the Company before the employee is entitled to vacation, the employee will receive accrued but unpaid vacation pay at the applicable rate as set forth in Article 10.03 (b) based on the length of service of the employee at the employee's last anniversary date.

ARTICLE 11 - MISCELLANEOUS

11.01 In the event of a disabling injury on the job, a Courier or Sorter will be paid for the number of hours for which the employee was scheduled to work on the date of the injury.

ARTICLE 12 – HEALTH & SAFETY

- 12.01** The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.
- 12.02** There shall be a joint Safety & Health Committee (as per the Canada Labour Code) with a Union co-chair and a Company co-chair. The size of the Committee shall consist of two members of Management and two Union representatives.
- 12.03** The Committee shall meet to draft the terms of reference in accordance with the Canada Labour Code which terms shall be posted. The Safety & Health Committee shall meet monthly and the minutes shall be posted and shall be promptly forwarded to the Branch Manager and the Chief Shop Steward. The duties of the Committee will be as per Part II of the Canada Labour Code.
- 12.04** The Company will reimburse the following employees for the purchase of approved safety footwear in the amount of seventy-five dollars (\$75.00) once every twelve (12) months upon receiving proof of purchase. This applies to employees regularly working in linehaul, 5 ton truck operation, airport crew or any other employee required by law to wear safety footwear.
- 12.05** The Company shall train and maintain two (2) first aid attendants scheduled to work at all times.

ARTICLE 13 - ANTI HARASSMENT AND ANTI-DISCRIMINATION

- 13.01** All bargaining unit members, and management and union representatives are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment because of a prohibited ground contrary to the Canadian Human Rights Act (the "Act"). Prohibited grounds are race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted.
- 13.02** If a bargaining unit member believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination or personal harassment the bargaining unit member may:
- (a) Tell the person involved as soon as possible, how you feel, and request that he/she stop the conduct you find offensive.

- (b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of either of the Branch Manager or Regional Manager and either the National Representative and/or the Local 114 President.
 - (c) The parties will review the complaint and may strike a joint committee to carry out a joint investigation as quickly as possible.
 - (d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis.
 - (e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
 - (f) All matters brought out during any investigation will be dealt with in the utmost confidentiality.
 - (g) A complaint not resolved through this process may be addressed by the Union pursuant to Article 2.04, Step 2 of the grievance procedure.
- 13.03**
- (a) It is also agreed that any complaint involving prohibited discrimination or harassment shall be submitted at Step 2 as per the grievance procedure as outlined in the Collective Agreement.
 - (b) It is also understood that both the Company and the Union shall cooperate in every way to reduce or eliminate any type of prohibited discrimination or harassment in the workplace.

ARTICLE 14 - CLASSIFICATION AND WAGES

- 14.01**
- (a) If a Company error occurs in the payroll computation of a bargaining unit member's pay cheque and the amount is equal to one (1) day's pay or more, he/she 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.
 - (b) Any other payroll errors will be corrected on the next regular pay cheque.
- 14.02** If the Company contemplates the establishment of new classifications, the parties will meet in order to establish a rate of pay. If the parties are not successful, the Company shall establish an interim wage rate and the parties shall proceed to arbitration.

ARTICLE 15 - WORK CONDITIONS

15.01 The Company agrees to maintain at the depot, clean sanitary washrooms having hot and cold running water with toilet facilities. It is the obligation of each person using the washroom to leave it in a tidy condition.

15.02 The Company shall provide a clean and adequate non-smoking lunch rooms properly ventilated for its employees. It is the responsibility of each person using the lunch room to clean up after themselves.

ARTICLE 16 - COMPENSATION

16.01 Schedule "A" attached hereto, is hereby made a part of this Agreement.

16.02 Lead Hand Premium

The Lead Hand premium shall be one dollar (\$1.00) per hour worked by Driver and Sorter Lead Hands.

16.03 The top rate for each classification shall be reached after 36 months in the second year and after 24 months in the third year.

16.04 Spare Driver Premium

The Spare Driver Premium shall be one dollar (\$1.00) per hour worked after six (6) months in the position.

16.05 Night Shift Premium

The Night shift premium shall be thirty-five cents (35¢) per hour for all hours worked between 9:00 p.m. and 6:00 a.m. To be implemented in year 3 of the Agreement.

ARTICLE 17 - MANAGEMENT RIGHTS

17.01 The Union recognizes and acknowledges that the management of the business enterprise and its facilities, equipment subject to the Broker Agreement and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:



- (a) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its bargaining unit members, discipline or discharge bargaining unit members for just cause;
- (b) Select, hire and direct the working force and bargaining unit members; to transfer, assign, promote, retire at age 65, schedule and classify, layoff or recall bargaining unit members, transfer employees into or out of the bargaining unit; to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives including those set out in the Preamble hereof;
- (c) Determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance; the work to be done; the products to be handled, stored or distributed; the standards of performance; whether to perform or contract for products and/or services; the scheduling of work; to determine the hours of work and/or schedules of work; to pick the number of shifts and adjust same from time to time; to subcontract or transfer work; to determine the size or composition of the workforce; the direction of the working forces; to establish, change or abolish job classifications; to shut down permanently or by day or week or for any other periods; to determine methods of pay and/or methods, process and means of performing work, standards of efficiency and quality of work; job content and requirements; the use of improved or changed methods of equipment; the number of bargaining unit members needed by the Company at any time and how many shall work in any job; the number of hours to be worked; starting and quitting times; methods to be used to ensure security of the Company's property; and generally the right to manage the enterprise and its business are solely and exclusively the right of the Company;
- (d) Have the sole and exclusive jurisdiction over all operations, buildings, machinery, and equipment subject to the terms of the Broker Agreement.

17.02 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. Failure by the Company to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

ARTICLE 18 - DURATION OF AGREEMENT

18.01 This Agreement shall be in full force and effect from and including November 3rd, 2002, to and including November 2nd, 2005, and shall continue in full force and effect from year to year thereafter subject to the right of either party of this Agreement within four (4) months immediately preceding the expiry date, or

immediately preceding the anniversary date in any bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.

DATED at Vancouver, Province of British Columbia this 24 day of October , 2002.

Insurance Courier Services Inc.

CAW - Canada, Local 114

Ron Laxdal,
Regional Manager, Western Canada

Jay Ritz,
Committeeperson

Carol Boucher,
Director Human Resources

Tony Toonstra,
Committeeperson

Aileen Macskasy,
Acting Branch Manager

Stu Shields,
National Representative

Andra Pollak,
COUNSEL FOR THE EMPLOYER

SCHEDULE "A" — CLASSIFICATIONS & WAGES

Classification	Effective Nov. 3/02	Effective Nov. 3/03	Effective Nov. 3/04
Courier			
Entry	\$ 10.33	\$ 10.43	\$ 10.53
6 Months	\$ 11.04	\$ 11.04	\$ 11.04
12 Months	\$ 11.68	\$ 11.68	\$ 11.68
24 Months	\$ 13.30	\$ 13.30	\$ 13.30
30 Months	\$ 13.57	\$ 13.84	\$ 14.53
5 Ton Driver			
Entry	\$ 11.97	\$ 12.09	\$ 12.21
6 Months	\$ 12.17	\$ 12.17	\$ 12.29
12 Months	\$ 12.49	\$ 12.49	\$ 12.49
24 Months	\$ 14.16	\$ 14.16	\$ 14.16
30 Months	\$ 14.44	\$ 14.73	\$ 15.47
Sorter			
Entry	\$ 8.87	\$ 8.96	\$ 9.05
6 Months	\$ 8.99	\$ 8.99	\$ 9.08
12 Months	\$ 9.21	\$ 9.21	\$ 9.21
24 Months	\$ 10.23	\$ 10.23	\$ 10.23
30 Months	\$ 10.43	\$ 10.64	\$ 11.18

LETTER OF UNDERSTANDING

between

ICS COURIER SERVICES

and

CANADIAN AUTO WORKERS LOCAL 114

Re: Conversion of Brokers to Hourly Paid Employees

The Parties agree that should the Company decide to implement new positions in the Hourly Paid positions vis-a-via expansion, Brokers shall be offered the opportunity to convert to Hourly Paid positions and shall be slotted into those positions by virtue of their seniority from the date of their engagement as a Broker.

This Letter of Understanding is not intended to be used in cases of attrition, i.e. terminations, retirements, etc. In cases such as this the terms and conditions of the Collective Agreement shall apply and such jobs shall be posted and awarded accordingly.

Agreed upon in Vancouver in the Province of British Columbia this 24th day of October, 2002.

Insurance Courier Services Inc.

Canadian Auto Workers Local 114

Ron Laxdal ,
Regional Manager, Western Canada

Jay Ritz,
Committeeperson

Carol Boucher,
Director Human Resources

Tony Toonstra,
Committeeperson

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Andra Pollak,
Counsel for the Employer