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Eff.	2005	11	03
Term.	2008	11	02
No. of employees	68		
Initial	KP		

# COLLECTIVE AGREEMENT

Between:

**ICS Courier**



And:

**National Automobile, Aerospace,  
Transportation and General Workers  
Union of Canada (CAW CANADA)  
Local 114**



November 3<sup>rd</sup>, 2005 — November 2<sup>nd</sup>, 2008  
129'57 (04)

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## **GENERAL SECTION**

This General Section of the Collective Agreement applies to all Employees and Brokers

### **PREAMBLE**

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 and the fees and contract conditions of the Brokers of the Company in the classifications listed in the Appendices 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 G 1 - UNION RIGHTS**

#### **G 1.01 Sole Bargaining Agent**

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 and Brokers who are covered by this Agreement.

#### **G 1.02 Definitions**

- (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.
- (e) There shall not be more than one (1) route per Broker

**G 1.03 Shop Stewards**

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.

**G 1.04 Successor Rights**

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.

**G 1.05 No Discrimination**

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.

**G 1.06 Notification of Shop Stewards**

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 who said accredited Representatives shall deal and any changes in personnel thereof.

**G 1.07 Access to Premises**

- (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/her 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.

**G 1.08      Union Bulletin Board**

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.

**G 1.09      New Hires/Engagements to Join the Union**

- (a) All new hires and new engagements 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/contract 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/contracting 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/engagement, the new employees/brokers shall be handed a copy of the present Collective Agreement and employees shall be given a copy of the Benefit Plan booklet.
- (d) Should a bargaining unit member leave the employment/engagement of the Company, the Local Union Office is to be notified.
- (e) The new bargaining unit member shall be provided with 15 minutes of paid time for both the new member and the Shop Steward, at a time mutually convenient with the Company, to acquaint the new member with his/her collective agreement and the bylaws of the Local Union

**G 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.

**G 1.11 Protection of Bargaining Unit Work**

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 unexpected temporary workload, training, route mapping or auditing, to replace absent bargaining unit members or in emergency situations.

**G 1.12 No Other Contract**

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.

**G 1.13 Refusal to Cross a Legal Picket Line**

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.

**G 1.14 Costs for Collective Bargaining**

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.

**G 1.15 Cost of Agreements**

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.

**G 1.16 Paid Education Leave**

The Company will pay \$1,500.00 per year towards the Union's Paid Educational Leave program.

**G 1.17 Company Rules and Regulations**

- (a) 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.

**G 1 18 No Contracting Out**

The Company agrees that no Employee or Broker employed/contracted as of October 29<sup>th</sup>, 1999, will be laid off as a result of contracting out.

**ARTICLE G 2 -GRIEVANCE PROCEDURES**

**G 2.01 Adjustment of Differences**

- (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 or Broker who has completed probation may only be disciplined or discharged for just and reasonable cause.

**G 2.02 Grievance Defined**

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.

**G 2.03 Parties ability to File a Grievance**

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.

## **G 2.04 Grievance Steps**

### **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 the complaints about discipline or harassment by the Supervisor.

- there shall be no recrimination 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 or Broker if requested by either party.

## **G 2.05 Time Limits**

- (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.

**G 2.06 Termination to be filed at Step 2**

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.

**G 2.07 Extension of Time Limits**

The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties confirmed in writing.

**G 2.08 Right to a Shop Steward**

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.

**G 2.09 Time in Meetings to be Paid**

A bargaining unit member who is required to attend any meeting on Company business shall be paid the appropriate rate of pay or remuneration for such meetings.

**G 2.10 No Loss of Pay**

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 or remuneration at the appropriate rate to the bargaining unit members concerned.

**G 2.11 Inspection of Personnel File**

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.

**G 2.12 Purging of Employment File**

- (a) Any verbal warning will remain on the bargaining unit member's file for a period of six (6) months.
- (b) A written reprimand shall remain on the bargaining unit member's file for a period of eighteen (18) months.

- (c) 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.

**G 2.13 Payment of Grievances**

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 G 3 - ARBITRATION**

**G 3.01 Failure at Step 2**

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.

**G 3.02 Single Arbitrator**

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.

**G 3.03 Appointment of an Arbitrator**

The following four (4) Arbitrators will be appointed on a rotation basis, subject to availability within ninety (90) days of application as the single arbitrator to resolve outstanding disputes.

Judy Korbin  
Jim Dorsey

David McPhillips  
Joan McEwen

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

**G 3.04 No Power to Modify Agreement**

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.

**G 3.05 Binding Decision**

The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

**G 3.06 Expenses of the Arbitrator**

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

**G 3.07 30 Days to Render Decision**

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

**G 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 G 4 – SENIORITY/PREFERRED SUPPLIER PREFERENCE**

**G 4.01 Principle of Seniority/Preferred Supplier Preference**

The Company and the Union agree to recognize the principle of seniority/preferred supplier preference as further described in the following sections of this Agreement. Seniority/preferred supplier preference is unbroken service an employee or Broker accrued since the hire/contract date shown on the respective seniority/preferred supplier preference lists.

**G 4.02 New Facility**

If the Company opens a new depot in the Greater Vancouver Area and Fraser Valley from Whistler to Chilliwack inclusive then Employees or Brokers displaced as a result of transfer of work to the new depot will be given the opportunity to fill vacancies in the new depot before the company hires or engages new Employees or Brokers. This shall be done in order of seniority amongst Employees or Brokers so displaced and by written request.

**G 4.03 Recall**

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.

**G 4.04 Notification**

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.

**G 4.05 Seniority/Preferred Supplier List**

- (a) It is deemed there will be three (3) seniority/preferred supplier preference lists, one seniority list for Couriers, one preferred supplier preference list for Brokers, and one seniority list for Sorters.
- (b) The amended lists shall be posted on January 1<sup>st</sup> and July 1<sup>st</sup> of each year, and copies shall be sent to the Chief Shop Steward and to Local 114.

**G 4.06 Protests**

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

**G 4.07 Job Posting**

- (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.

Once awarded, an Employee or Broker shall remain in the position that he/she posted into until either he/she fails to meet route standards/customer service requirements, posts into another position, is bumped, or the position/route is eliminated or restructured.

- (b) All postings shall show the position, the job/route description, standards of performance, number of hours of work and days off, and expected duration of the position (if applicable).

- (c) An Employee or Broker shall stay in the position for a minimum of six (6) months before being eligible to post 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.

#### **G 4.08 Posting to Another Classification**

If a Courier or Broker 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 and the Broker's Broker preferred supplier status shall be frozen until the individual in question again assumes a Courier/Broker position. The identical situation shall prevail for a sorter awarded a position as a Courier or Broker.

#### **G 4.09 Loss of Seniority/Preferred Supplier Preference**

A Bargaining Unit member shall lose their seniority and employment/engagement in any of the following events:

- (a) The Employee/Broker is discharged for just and reasonable cause or during the probationary period;
- (b) The Employee/Broker voluntarily leaves the employ/engagement of the Company;
- (c) The Employee/Broker 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 G 4.07;
- (d) The Employee/Broker fails to report for work for three (3) working days without notifying the Company, except for circumstances beyond the control of the Employee/Broker.



- (e) The Employee uses a leave of absence for a purpose other than the purpose for which the leave is granted.
- (f) The Employee/Broker has been on lay-off for a period equal to his/her previous seniority to a maximum of twelve (12) months;
- (g)
  - (i) The Courier/Broker 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/she 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/she 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.
  - (iii) A Courier whose licence is suspended due to medical reasons shall be able to bump into a Sorter's position for the duration of the suspension.
- (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.

**G 4.10 Probation**

- (a) An Employee/Broker shall be on probation for a period of sixty (60) days worked from the date of hiring/engagement by the Company. When an Employee/Broker has completed their probationary period then their seniority/preferred supplier date shall be established from the date and hour of commencing work.
- (b) A probationary Employee/Broker during his/her first sixty (60) days worked, may be terminated without notice at the discretion of management provided such discretion shall not be exercised arbitrarily.

**G 4.11 Beyond 90 Days**

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 G 5 – HEALTH & SAFETY

### **G 5.01 Labour Code Recognized**

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.

### **G 5.02 O.H.& S. Committee**

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.

### **G 5.03 Terms of Reference**

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.

### **G 5.04 Safety Boots**

The Company will reimburse Employees who are required by law to wear safety footwear, for the purchase of approved safety footwear in the amount of one hundred dollars (\$100.00) once every twelve (12) months upon receiving proof of purchase.

### **G 5.05 Paid for Time as a Result of Injury**

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 G 6 – NEW CLASSIFICATION AND PAYROLL/ACCOUNTING ERRORS

### **G 6.01 Payroll/Accounting Error**

- (a) If a Company error occurs in the computation of a bargaining unit member's pay cheque/invoice and the amount is equal to one (1) day's pay/fees 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/accounting errors will be corrected on the next regular cheque.

**G 6.02 New Classifications**

If the Company contemplates the establishment of new classifications, the parties will meet in order to establish a rate of pay/fee schedule. If the parties are not successful, the Company shall establish an interim wage rate/fee schedule and the parties shall proceed to arbitration.

**ARTICLE G 7 -WORKING CONDITIONS**

**G 7.01 Sanitary Conditions**

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.

**G 7.02 Lunch Room**

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

**ARTICLE G 8 – MANAGEMENT RIGHTS**

**G 8.01 Management Rights**

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 and reasonable 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, all pursuant to the terms and conditions as set out in this collective agreement.

- (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 for 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.

#### **G 8.02 Management Rights**

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 G 9 –TECHNOLOGICAL CHANGE**

#### **G 9.01 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.

## **ARTICLE G 10 - ANTI HARASSMENT AND ANTI-DISCRIMINATION**

### **10.01 Anti Harassment and Discrimination**

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.

### **10.02 Process**

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.

- (9) 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.

**10.03 Submission at Step 2**

- (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 G 11 – DURATION OF AGREEMENT**

**11.01 Duration**

This Agreement shall be in full force and effect from and including November 3rd, 2005, to and including November 2nd, 2008, 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.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ICS Courier

CAW – Canada Local 114

\_\_\_\_\_  
 Ron Laxdal  
 Regional Manager, Western Canada

\_\_\_\_\_  
 Jay Ritz  
 Committeeperson

\_\_\_\_\_  
 Jon Djekic  
 Branch Manager, Vancouver

\_\_\_\_\_  
 Rafael Ongkeko  
 Committeeperson

\_\_\_\_\_  
 Carol Boucher  
 Director, Human Resources

\_\_\_\_\_  
 Stu Shields  
 CAW National Representative

## EMPLOYEE SECTION

This Employee Section of the Collective Agreement applies to all Hourly Paid Employees

### ARTICLE E I - COMPENSATION

#### **E 1.01      Lead Hand Premium**

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

#### **E 1.02      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.

#### **E 1.03      Spare Driver Premium**

The Spare Driver Premium shall be one dollar (\$1.00) per hour worked.

#### **E.1.04      First Aid Premium**

For any Employee designated by the Company to act as a First Aid Attendant, the premium shall be twenty-five cents (\$0.25) per hour.

### ARTICLE E2 – HEALTH & WELFARE

#### **E. 1.01      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.

In the event of denial of benefit coverage, upon request of the employee, the Company will investigate the claim with the Insurance Carrier and provide a full explanation of the reasons(s) for the denial. It is agreed that a Union Representative will assist the Employee at the Employee's request.

**E 2.02 B.C. Medical Services Plan (MSP)**

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

**ARTICLE E 3 - FUNERAL LEAVE/LEAVE OF ABSENCE**

**E 3.01 3 Days Pay**

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.

**E 3.02 Definitions**

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.

**E 3.03 No Loss of Seniority**

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.



### **E 3.04 Additional Leave of Absence**

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

### **E 3.05 Maternal/Paternal Leaves**

Maternity/parental child care leaves as provided in the Canada Labour Code shall apply to all employees.

### **E 3.06 Union Office**

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.

### **E 3.07 Union Leave**

The Company shall grant a leave of absence to Employees for short term union business subject to fourteen (14) days advance, written notice;

## **ARTICLE E 4 -JURY DUTY**

### **E 4.01 Jury Duty and Court Appearance**

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 E 5 - HOURS OF WORK

### **E 5.01          Hours of Work per Week and Per Day**

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.

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 (10<sup>th</sup>) hour at the rate of time and one-half (1 ½) the basic rate for Sorters; and four (4) days, eleven and one quarter (11 ¼) hours for Drivers.

### **E 5.02          Definitions**

- (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 E 5.08 and to qualified laid off employees in accordance with Article G 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.

### **E 5.03      Adjacent Shifts**

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.

**E 5.04 Reduction of Hours**

- (a) An hourly employee whose total daily hours of work or shift start/stop times are permanently reduced or changed by more than one (1) hour per day shall be a layoff.
- (b) "Permanent" in Article E 5.04 means more than eight (8) weeks.

**E 5.05 Split Shifts**

- (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.
- (g) The Company agrees that Drivers can use the Company vehicle for lunch and splits within reasonable distances provided the Company vehicle is not used for personal purposes other than transportation to and from lunch or where they take the split portion of the shift.

**E 5.06 Higher Paid Position**

Transfer into higher rated position, permanent or temporary, employee shall receive the next higher rate in the wage grid for a period of sixty (60) working days and then will move to the rate in the wage grid as per their years of service.

**E 5.07 Rest and Meal Period**

- (a) All employees shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.

- (b) 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.

**E 5.08 No Pyramiding**

There shall be no pyramiding of overtime.

**E 5.09 Overtime Mandatory**

- (a) Overtime assigned to a Courier shall be mandatory where that overtime is related to his/her own route provided that customer service requirements are met. This language does not restrict the Company from redistributing calls to meet customer service commitments, however in doing so; the additional work will first be offered to the most senior bargaining unit member in the geographic area, and assigned to the most junior bargaining unit member in the classification.

Once a Courier has returned to the branch and additional work is required to be performed it shall be offered on a volunteer basis. Such voluntary additional work will be offered by seniority to those employees who are qualified and available and who have placed their name on the availability list. Where there is not a sufficient number of employees available to perform the additional work by proceeding in the above mentioned manner the Company shall have the right to assign additional work to the qualified employee having the least seniority and who is /are present at the branch.

- (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.

#### **E 5.10 Layoff of an Hourly Employee**

- (a) Where there is a layoff amongst hourly Employees, the junior Employee(s) in the classification shall be laid off first. The hourly Courier shall have the right to bump the junior Sorter if the Courier has greater seniority.

In the case of a route elimination, the Courier affected shall have the right to bump a junior Courier. A junior Courier that is bumped shall have the right to bump the junior Courier. The junior Courier that is bumped shall have the right to bump the junior Sorter if the Courier has greater seniority.

- (b) Where there is a permanent reduction in the daily hours of work for any Courier of more than sixty (60) minutes, the Courier affected shall have the right to bump a junior Courier. A junior Courier that is bumped shall have the right to bump the junior Courier. The junior Courier that is bumped shall have the right to bump the junior Sorter if the Courier has greater seniority.
- (c) Where there is a permanent reduction in the daily hours of work for full-time Sorters, the junior full-time Sorter shall be affected.
- (d) A bargaining unit member who bumps into a lower rated job shall be paid the lower rate.

#### **E 5.11 Conversion of a Courier Route**

If a Courier route is converted to a Broker route, the Courier 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 a junior Courier. A junior Courier that is bumped shall have the right to bump the junior Courier;
- (b) Accept a layoff and must wait until there is a Courier vacancy as long as his/her recall rights continue as per Article G 4.06;
- (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 G 4.12;

OR

- (e) If (c) has been refused within five (5) days and a Sorter has successfully bid for the new Broker position he/she 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).

## **ARTICLE E 6 -GENERAL HOLIDAYS**

### **E 6.01 Statutory Holidays**

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	

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.

### **E 6.02 Eligibility**

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.

### **E 6.03 Holiday Pay**

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.

**E 6.04      Calculations**

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.

**E 6.05      Payment for a Holiday**

All hours worked on a General Holiday shall be paid at time and one-half (1½) if the preponderance of the hours worked on the shift are worked on the General Holiday in addition to the Holiday pay as set out above.

**E 6.06      Holiday During Vacation**

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.

**E 6.07      Additional Holiday**

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 E 7 -VACATIONS**

**E 7.01      Selection of Vacation**

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.



**E 7.02      Vacation Selection**

- (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 G 4.01, 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.

**E 7.03      Entitlements**

- (a) Vacation entitlement shall be:  

two (2) weeks after	one (1) year's service,
three (3) weeks after	five (5) 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.

**E 7.04      Regular Part Time Employees**

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 E 7.03.

**E 7.05      Information to be Provided**

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

**E 7.06      Time to be Taken**

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

**E 7.07      Vacation Pay upon Termination**

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 E 7.03 based on the length of service of the employee at the employee's last anniversary date.

**E 7.08 Vacation Pay upon Conversion of an Employee**

An employee who becomes a Broker will be paid accrued but unpaid vacation pay earned to the end of his employment on the next employee pay date which is at least one (1) week following the end of his employment.

**ARTICLE E 8 - MISCELLANEOUS**

**E 8.01 Union Label**

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.

**ARTICLE E 9 - WAGES**

**E 9.01 Wages**

<b>Classification</b>	<b>Effective Nov. 3/05</b>	<b>Effective Nov. 3/06</b>	<b>Effective Nov. 3/07</b>
<b>Courier</b>			
Entry	\$ 11.06	\$ 11.61	\$ 12.07
6 Months	\$ 11.59	\$ 12.17	\$ 12.66
12 Months	\$ 12.26	\$ 12.87	\$ 13.38
24 Months	\$ 13.96	\$ 14.66	\$ 15.25
30 Months	\$ 15.26	\$ 16.02	\$ 16.66
<b>5 Ton Driver</b>			
Entry	\$ 12.82	\$ 13.46	\$ 14.00
6 Months	\$ 12.90	\$ 13.55	\$ 14.09
12 Months	\$ 13.11	\$ 13.77	\$ 14.32
24 Months	\$ 14.87	\$ 15.61	\$ 16.23
30 Months	\$ 16.24	\$ 17.05	\$ 17.73
<b>Sorter</b>			
Entry	\$ 9.45	\$ 9.98	\$ 10.30
6 Months	\$ 9.55	\$ 10.05	\$ 10.45
12 Months	\$ 9.67	\$ 10.15	\$ 10.56
24 Months	\$ 10.74	\$ 11.28	\$ 11.73
30 Months	\$ 11.74	\$ 12.33	\$ 12.82

### **E 9.02      Retroactivity**

All hourly employees shall receive retro pay based on a 4% wage increase from the date of expiry of the last collective agreement through to the implementation of this collective agreement.

### **E 9.03      RRSP Program**

The Company RRSP program shall be collapsed effective the beginning of the first full pay period following ratification and no further contributions will be permitted. Employees shall make application to withdraw or transfer existing funds to a retirement vehicle of their choice by March 30, 2006. Failure to do so by this date will result in the Group RRSP provider transferring the employee's funds out of the Company Group Plan and into an individual account no longer administered by the Company.

## **BROKER SECTION**

This Broker Section of the Collective Agreement applies to all Brokers

### **ARTICLE B 1 - PREFERRED SUPPLIER PREFERENCE**

#### **B 1.01 Preferred Suppliers**

- (a) "Preferred Supplier Preference" (PSP) shall be in the sequence of length of continuous contractual relationship as a Broker. The initial PSP of all Brokers shall be as on the listed dated September 21st, 1999.
- (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.

### **ARTICLE B 2 - HOURS OF WORK**

#### **B 2.01 25 Hour Week**

A part-time Broker shall be a Broker whose route could reasonably be serviced under normal conditions in twenty-five (25) hours of work per week or less according to current Company route audit standards.

#### **B 2.02 New Business**

In recognition that new business may not be available in sufficient quantities to warrant full-time positions and that owner operators may have other jobs it is recognized that there may be part-time Broker positions provided that no person covered by this Agreement shall be required to bump or be recalled into a part-time Broker position and that full-time Broker positions shall not be subdivided into part-time Broker positions.

#### **B 2.03 Assignment of New Work**

Additional business will be assigned first to full-time Brokers then to existing part-time Brokers prior to the creation of or addition to a part-time Broker route provided full-time Brokers can perform the work within the customer's service requirements and Company in-depot time requirements and at no greater cost than if performed by a part-time Broker.

#### **B 2.04 Business Volumes**

The parties understand that normal business conditions include gain and loss of customers, increase and decrease in volumes per customer and additions and deletions in types of service. Re-touting due to service requirements or route balancing [the transfer of a call(s) from one Broker to another] or other reduction of work which will result in a change of revenue to either Broker of more than fifteen per cent (15%) will not be done without prior consultation with the Brokers affected and the union.

#### **B2.05 Elimination of a Broker Route**

Elimination of a broker route shall entitle the broker affected to exercise options as set out in B 3.02 (a), (b), or (d) of the collective agreement.

### **ARTICLE B 3 – LAYOFF/CONVERSION OF ROUTE**

#### **B 3.01 Layoff of a Broker**

In the event of a lay-off of more than five (5) days but less than thirty (30) days, the Broker will receive one (1) week's notice of such lay-off or one (1) week's pay in lieu thereof. In the event of a lay-off of thirty (30) or more days the bargaining unit member will receive two (2) weeks' notice of lay-off or fees in lieu thereof. Notice of lay-off will be credited towards notice, if any, required by legislation. No notice is required for a lay-off 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.

Severance Pay- shall be calculated in accordance with the provisions of the Canada Labour Code.

#### **B 3.02 Conversion of a Broker Route**

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

- (a) Bump the lowest PSP Broker whose route calls for the equivalent vehicle type;
- (b) Retain the first right of refusal to any Broker route established (other than from courier to Broker conversion) within twelve (12) months;
- (c) transfer to employee status on the converted route at the appropriate Courier rate of pay.

- (d) claim a vacant Sorter or Courier position prior to its posting under Article 4.12 of the Agreement.

A Broker bumped under (a) shall have options (b) - (d)

#### **ARTICLE B 4 - BROKER AGREEMENTS**

##### **B 4.01 Broker Agreements**

New Broker Agreements shall be entered into by the Company and a Broker in the form contained in Appendix B. Such Broker Agreements are hereby confirmed and shall each be deemed to be part of this Agreement with respect to the signatory Broker, subject to amendments in writing agreed between the Broker, the Union and the Company.

#### **ARTICLE B 5 – MISCELLANEOUS**

##### **B 5.01 Late Freight Compensation**

When incoming mail is late and the Brokers are required by the Supervisor to perform functions normally performed by the Sorter, or in any other circumstances where the Brokers are required by the Supervisor to perform functions normally performed by the Sorter, they shall be paid at the highest Courier rate while sorting in addition to any other remuneration. Product to be delivered to Customers will be sorted to the Brokers' route subject to the above.

##### **B 5.02 Removal of Decals**

The Company shall reimburse the owner-operator for the cost of removing the decals from the vehicle.

##### **B 5.03 Uniforms**

If the Company requires the owner-operators to wear a uniform, the cost shall be borne by the Company.

##### **B 5.04 Commercial Vehicle Inspections**

The Company shall reimburse the Brokers for the cost of commercial vehicle inspections (to a seventy-five dollar (\$75.00) maximum) which shall be payable upon verification of inspection.

**B 5.05 Invoicing**

The Broker will be responsible for invoicing the Company for the provision of the Broker's service on a weekly basis. Terms: Net Seven (7) Days.

**B 5.06 Invoicing Disputes**

Should the Company dispute any portion of any invoice, the Company shall notify the Broker in writing within seven (7) days (except in the case of misrepresentation) of receipt of the invoice of the disputed portion and the reason therefore, but shall pay the undisputed portion within the time stated above. Upon settlement of any such dispute, the Company shall pay to the Broker the amount agreed upon in settlement of such dispute.

**B 5.07 Statutory Expenses**

The Broker agrees to pay on his own account all expenses if any related to Income Tax, Canada Pension, Employment Insurance, GST and any business tax, if applicable, in each case. It is understood and agreed that all the foregoing where applicable are the sole and exclusive responsibilities of the Broker.

**B 5.08 Vehicle**

The Broker shall provide to the Company a vehicle owned by the Broker and described below as being:

Year:	Make/Model	Colour
-------	------------	--------

and bearing the serial number

**B 5.09 Vehicle Obligations**

The Broker shall supply his vehicle, which shall be of a type acceptable to the Company, at the disposition of the Company for the purpose of delivery and/or pickup of parcels, letters and materials and, in addition, to maintain and enhance the goodwill of the Company by all appropriate means. The Broker is responsible for making back up arrangements for a satisfactory replacement vehicle in the event of vehicle breakdown or accident and an acceptable replacement driver in the event of the Broker's inability to work. The Broker shall provide the Company with no less than twenty-four (24) hours' notice in the event a replacement driver will be used, except in cases of emergency. It is understood that on rare occasions these backup arrangements may fail. However, repeated failure of backup arrangements shall be cause for cancellation of the contract after a letter of advisement. It is understood that a letter of advisement will be removed after twelve (12) months if there are no further failures of backup arrangements.

In the application of this article the Company shall pay the cost of a rental vehicle on the day of breakdown to a maximum of three (3) days per calendar year.

**B 5.10 Vehicle Licensing**

The Broker shall provide all appropriate licensing for the Broker's vehicle in regards to provincial, municipal and city ordinates. The Company shall provide any and all licensing in respects to the Motor Carrier Commission of the Province of British Columbia.

**B 5.11 Advertising**

The Company, at its sole discretion, may require advertising, decals or trade names and marks pertaining to the Company to be placed upon the vehicle used by the Broker, with the cost of same including installation and removal to be paid by the Company.

**B 5.12 Liability Coverage**

The Broker shall forthwith insure the said vehicle in the amount of \$2,000,000.00 minimum inclusive coverage in respect of public liability and property damage claims, and carry Commercial General Liability insurance with a \$2,000,000.00 bodily injury and property damage limit. For both policies, the Company is to be named as an additional insured. The Broker is required to provide evidence thereof to the Company. The Company reserves the right to vary, amend or modify the level of insurance coverage or type of insurance coverage that the Broker shall provide under this Broker Agreement and the payment for the above referenced newly required variation, amendment, modification or type of General Liability coverage shall be over and above any negotiated owner-operator compensation.

**B 5.13 Legislation**

The Broker shall abide by all orders, rules, laws, by-laws and regulations applicable to the operation of a motor vehicle in general, and a delivery vehicle in particular, and shall pay all fines, assessments and penalties resulting from the breach of any such order, rule, law, by-law or regulation.

**B 5.14 Responsibility for Cargo**

The Broker shall assume full responsibility for any cargo, or envelope that is entrusted to the Broker and is being delivered by the Broker.

**B 5.15 Suspended Licence**

(a) A Broker whose license is suspended shall either surrender all contractual relationship with the Company or shall train a satisfactory replacement without extra compensation.



- (b) A Broker whose licence is suspended due to medical reasons shall be able to bump into a Sorter's position for the duration of the suspension.

**ARTICLE B 6 – BROKERS FEES, CHARGES AND COMMISSIONS**

**B 6.01 Broker Fees, Charges and Commissions**

	<b>November 3, 2005</b>	<b>November 3, 2006</b>	<b>November 3, 2007</b>
<b>Basic Daily Vehicle Rate</b>			
Mini van	\$ 30.20	\$ 31.71	\$ 32.98
¾ Ton	\$ 34.86	\$ 36.60	\$ 38.06
<b>Vehicle Operating Expense Allowance per km</b>			
Mini Van	\$ 0.1575	\$ 0.165	\$ 0.17
¾ Ton	\$ 0.20	\$ 0.21	\$ 0.22
<b>Over 175 km</b>			
Mini Van	\$ 0.0525	\$ 0.055	\$ 0.05775
¾ Ton	\$ 0.0525	\$ 0.055125	\$ 0.05775
<b>Per Call Rate</b>	\$ 0.98	\$ 1.03	\$ 1.07
<b>Premiums</b>	\$ 0.1575	\$ 0.165	\$ 0.17
<b>Daily Guarantee</b>	\$180.00	\$189.00	\$197.00
<b>Daily Guarantee (Chilliwack)</b>	current plus 5%	plus 5%	plus 4%

The Broker daily guarantee is to be invoiced when the formula calculation amount for the full route provides for less than the guarantee amount.

**B 6.02 Retroactivity**

All Brokers shall receive a lump sum payment representing 4% of average fees invoiced during the period November 3, 2005 to the implementation of this collective agreement.

## **APPENDIX "B — BROKER AGREEMENT**

Between:

**Information Communication Services (ICS) Inc.  
(hereinafter called the "Company")**

And

**(hereinafter called the "Broker")**

Whereas the Company carries on the business of a courier, messenger and delivery service under the firm name and style name of Insurance Courier Services ("ICS");

And Whereas the Broker provides certain delivery and/or pickup services to the Company;

And Whereas the Broker provides such services to the Company as an independent contractor.

Now Therefore This Agreement Witnesseth that in consideration of the mutual covenants herein contained and other goods and valuable consideration, the parties covenant and agree as follows:

### **SERVICES**

The Broker shall render for gain, a service to the Company in the nature of providing certain delivery and/or pickup services.

In providing such services to the Company, the Broker is at liberty to provide such services for any other person, firm or corporation provided there is no conflict of interest. Without restricting the generality of the foregoing, conflict of interest would be defined as providing such delivery and/or pick up services to or from any ICS customer or competitor.

If the Broker does provide services to other persons, firms or corporations, the Broker acknowledges that notwithstanding the ability to provide such services, the delivery of prompt and efficient service of the requirements of the Company is the essence of this Agreement.

The Broker agrees with the Company that the Broker shall provide an orderly, timely competent and skilful completion of such service.

- 1.05 The Broker acknowledges and warrants that this Agreement provides payment for service and that a material component of the Agreement requires the fulfilling of every delivery and/or pickup of contract for parcels, letters and materials and to fulfill this said delivery contract in a professional and satisfactory manner. In addition, the Broker covenants to deliver the said service in such a manner that the retention of the goodwill of the Company with the third party is not jeopardized and remains in good standing.
- 1.06 The Broker hereby confirms and acknowledges that the Broker is an independent Broker of the Company and is not and shall not be deemed to be an employee, agent, partner or joint venturer of the company, either at common law or under the Canada Labour Code (except for the purposes of Part I) or other applicable legislation.

The Company acknowledges and agrees that the Broker is a dependent Contractor for the purposes of Part I of the Canada Labour Code.

- 1.07 The parties acknowledge that Brokers may have needs for personal time away from their business the same as any other business person or self-employed professional. This might include, for example and without limitation, time for bereavement, jury or witness duty, maternity, parental purposes, personal or family illness or just personal needs. It is not a violation of this Agreement for the Broker to take such personal time away from business as long as the Broker provides and employs a replacement driver and vehicle acceptable to the Company at the expense of the Broker. Any service defaults in such cases shall be dealt with according to Schedule "A" Paragraph 6.

The Broker may request, and the Company may (but shall not be required to) agree in writing to excuse the Broker from the Broker's contractual obligations for an agreed period of time. The Company's agreement to any such request shall not form a practise or precedent which is binding for the future and the refusal of such request shall not be a violation of either the Broker Agreement or the Collective Agreement.

## **2. FEES**

- 2.01 The Broker shall be paid by the Company the fees set out in Schedule "A" attached hereto and forming part of this Agreement.
- 2.02 The Broker shall be responsible for all expenses incurred by him related directly or indirectly to the performance of services pursuant to this Agreement.
- 2.03 All deliveries accounts acquired by the Broker while fulfilling the Broker's requirements under this Agreement shall be reported and shall become the property of the Company. All monies received for collected by the Broker for or on behalf of the Company shall be held in trust for the Company and turned over to the Company as soon as possible after same is received or collected.

### **3. VEHICLE**

- 3.01 The Broker shall provide a vehicle, owned or leased by the Broker, appropriate to accommodate the service requirements of the route(s) and being one of the following minimum size specifications:

Mini Van size	170.4 cu. ft.
Standard van size	267.3 cu. ft.

and shall provide the services of a driver acceptable to the Company, at the disposal of the Company on the terms and conditions outlined in Schedule "A", attached hereto and forming part of this Agreement.

### **4. LICENSES & INSURANCE**

- 4.01 It is understood and agreed that both the Company and the Broker shall abide by the relevant federal, provincial and municipal licensing requirements and applicable taxes.
- 4.02 In addition to the licensing requirements as set out in paragraph 4.1, and the insurance requirements set out in this Agreement, the Broker shall carry and keep in force such other policies of insurance, which may from time to time be reasonably required by the Company or by any regulatory board, agency, commission or authority and shall be bondable where necessary to meet the Company's service requirements. The cost of a bond will be borne by the Company.

### **5. WORKERS' COMPENSATION**

- 5.01 The Broker, where applicable, shall obtain coverage under the Workers' Compensation legislation of his province, on his own behalf and on behalf of any of the Broker's employees. The Broker further agrees to pay the premiums and provide the Company with evidence of coverage. The Broker shall provide evidence of coverage immediately following the signing of this Agreement, and every six (6) months thereafter. However, the Company reserves the right to change the date and frequency that such evidence of coverage shall be produced.
- 5.02 The Broker shall at all times pay, or cause to be paid, any assessment or contribution required to be paid pursuant to the Workers' Compensation Act or like legislation of each province in which the services are performed and upon failure to do so the Company, in addition to any other rights reserved to it under this Agreement or at law, may retain the amount of such assessment or contribution from any payment then due or to be come due to the Broker under this Agreement and remit same on the Broker's behalf.

## **6. TERMINATION**

- 6.01 Either party may terminate this Agreement upon the giving of thirty (30) calendar days prior notice in writing to the other party in case of redundancy subject to the provisions of the Collective Agreement respecting Brokers.
- 6.02 Upon 30 days notice of intent to terminate this Agreement being provided by the Company on the grounds as set out in paragraph 6.1, the Company reserves the right to require this Broker to continue to provide service during the notice period of thirty (30) calendar days, or to pay the equivalent fees for that thirty (30) day period unless waived in whole or in part by the Company.
- 6.03 The Company shall have and hereby reserves the right to terminate this Agreement forthwith and without notice, and without the equivalent fees in lieu of notice for just cause (utilizing progressive warnings where appropriate) for grounds which include but are not limited to:
- (a) Breach of any covenant herein to be performed by the Broker;
  - (b) Performance of duties or responsibilities in fulfilling this service agreement in an unsatisfactory manner, and
  - (c) conducts himself in such a manner that the retention of any account of a third party in good standing is jeopardized or that an account with a third party in good standing is lost.
- 6.04 The Company shall have and hereby reserves the right to terminate this Agreement forthwith and without notice and without the equivalent fees in lieu of notice on the following grounds:
- (a) For any reason whatsoever within during the first sixty (60) days worked by the Broker;
  - (b) Failure of the Broker to provide the services covered by this Agreement whether due to the Broker's inability to pay his debts or purchase necessary operating supplies.
- 6.05 Upon the termination of this Agreement by either party the Broker hereby agrees to return to the Company all materials provided to the Broker by the Company.

## **7. INDEMNIFICATION**

- 7.01 The Broker undertakes and agrees to defend and indemnify the Company and hold the Company harmless, at the Broker's sole expense, from and against all claims, demands, suits, losses, costs, damages and expenses that the Company may sustain or incur by reason of:

- a) Any breach of this Agreement by the Broker, any Broker's employees or any persons for whom the Broker is at law responsible;
- b) The acts or omissions of the Broker, Broker's employees or any persons for whom the Broker is at law responsible in performing the services or otherwise carrying on the Broker's delivery business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- c) Any claim or finding that the Broker, any of the Broker's employees or persons for whom the Broker is at law responsible are employees of, or are in any employment relationship with, the Company or entitled to any Employment Benefits of any kind; or
- d) Any liability on the part of the Company, under the Income Tax Act (Canada) or any other statute (including without limitation, any Employment Benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the Company, from the Broker, Broker's employees or others for whom the Broker is at law responsible in connection with the performance of the services or otherwise in connection with the Broker's delivery business.

## **8. CONFIDENTIAL INFORMATION**

- 8.01 The Broker shall undertake and agree to maintain as confidential and secret all information, documents, systems, patents, trademarks, trade names, copy rights, industrial design or other intellectual or industrial property of the Company that the Broker has access to or works with as a result of the Broker's performance of any part of this Agreement.

## **9. NOTICE**

- 9.01 Except as otherwise provided for, all notice authorized or required to be given pursuant to this Agreement shall be in writing, and either delivered by hand, mailed by registered or certified first class mail, postage prepaid, or sent by facsimile as follows:

COMPANY: ICS Inc.

City: , Province:

Broker:

9.02 Any such notice shall be deemed to have been given and received, if delivered, on the day on which it was delivered and, if mailed, on the day of receipt and, if sent by facsimile, on the first business day following the day such notice was dispatched. No party shall mail any notice hereunder during any period in which the Canadian Postal Workers are on strike or if any such strike is imminent and may be anticipated to affect normal delivery thereof. A party may change its address for the receipt of notices at any time by giving notice thereof to the other party.

## **10. SUCCESSORS AND ASSIGNS**

10.01 This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the Company's successors and assigns. This Agreement is personal to the Broker and is not assignable by it and shall not inure to the benefit of its successors and assigns.

## **11. SEVERABILITY**

11.01 The parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

## **12. AMENDMENT**

12.01 This Agreement constitutes part of the Collective Agreement binding upon the parties and together they constitute the entire Agreement between the parties pertaining to the subject matter hereof. There are no oral or written warranties, representations, conditions, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein. No amendment or waiver of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision not otherwise expressly provided. It is understood and agreed that this Agreement supersedes all former Agreements entered into between the parties.

## **13. GENDER**

13.01 Whenever the singular, masculine or corporate form is used in this Agreement, the same shall be deemed to include the plural, feminine or neuter, within the context the parties so require.

**14. INDEPENDENT ADVICE**

14.01 The Broker acknowledges that the Broker has had an opportunity prior to executing this Agreement to review and seek advice from the Union with respect to the contents of the Agreement, and the Broker does further agree to and understands the contents of the Agreement.

In Witness Whereof this Agreement has been executed by the parties hereto dated this day of \_\_\_\_\_, 20\_\_ .

Signed, Sealed and Delivered  
(ICS) Inc.  
in the presence of:

Information Communication Services

\_\_\_\_\_  
**Witness**

Per:\_\_\_\_  
Per:\_\_\_\_

[Broker Name]

\_\_\_\_\_  
**Witness**

[Broker Signature]



**LETTER OF UNDERSTANDING #1**

between

ICS COURIER

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.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ICS Courier

CAW – Canada Local 114

\_\_\_\_\_  
Ron Laxdal  
Regional Manager, Western Canada

\_\_\_\_\_  
Jay Ritz  
Committeeperson

\_\_\_\_\_  
Jon Djekic  
Branch Manager, Vancouver

\_\_\_\_\_  
Rafael Ongkeko  
Committeeperson

\_\_\_\_\_  
Carol Boucher  
Director, Human Resources

\_\_\_\_\_  
Stu Shields  
CAW National Representative

**LETTER OF UNDERSTANDING #2**

between

ICS COURIER

and

CANADIAN AUTO WORKERS LOCAL 114

**Re: Restructure of Collective Agreement document**

The Parties agree that the collective agreement document is restructured effective the November 2005 renewal negotiations from a separate Employee document and Broker document to a consolidated merged document with a General section, an Employee section and a Broker section for ease of administration purposes only and is not intended to change the relationship from that of Company/Independent Contractor to that of Employer/Employee for the Brokers.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ICS Courier

CAW – Canada Local 114

\_\_\_\_\_  
Ron Laxdal  
Regional Manager, Western Canada

\_\_\_\_\_  
Jay Ritz  
Committeeperson

\_\_\_\_\_  
Jon Djekic  
Branch Manager, Vancouver

\_\_\_\_\_  
Rafael Ongkeko  
Committeeperson

\_\_\_\_\_  
Carol Boucher  
Director, Human Resources

\_\_\_\_\_  
Stu Shields  
CAW National Representative

**LETTER OF UNDERSTANDING #3**

Between;

ICS COURIER

And;

CANADIAN AUTO WORKERS LOCAL 114

**Re: Fuel Escalation Agreement**

Using the following schedule, the Company shall pay to Brokers a subsidy based on the average price of fuel.

The price of fuel shall be tracked using the MJ Ervin and Associates Web site.

The broker fuel subsidy will be updated on a four **(4)** week rolling average and the subsidy will be as per the chart below:

<b>Average Price of Unleaded Gasoline (C\$/Litre)</b>	<b>Broker Fuel Subsidy Cents per Km.</b>
\$0.000 - \$0.429	0.000
\$0.430 - \$0.459	0.125
\$0.460 - \$0.489	0.250
\$0.490 - \$0.519	0.375
\$0.520 - \$0.549	0.500
\$0.550 - \$0.579	0.625
\$0.580 - \$0.609	0.750
\$0.610 - \$0.639	0.875
\$0.640 - \$0.669	1.000
\$0.670 - \$0.699	1.125
\$0.700 - \$0.729	1.250
\$0.730 - \$0.759	1.375
\$0.760 - \$0.789	1.500
\$0.790 - \$0.819	1.625
\$0.820 - \$0.849	1.750
\$0.850 - \$0.879	1.875
\$0.880 - \$0.909	2.000
\$0.910 - \$0.939	2.125
\$0.940 - \$0.969	2.250
\$0.970 - \$0.999	2.375

\$1.000 - \$1.029	2.500
\$1.030 - \$1.059	2.625
\$1.060 - \$1.089	2.750
\$1.090 - \$1.119	2.875
\$1.120 - \$1.149	3.000
\$1.150 - \$1.179	3.125
\$1.180 - \$1.209	3.250
\$1.210 - \$1.239	3.375
\$1.240 - \$1.269	3.500
\$1.270 - \$1.299	3.625
\$1.300 - \$1.329	3.750
\$1.330 - \$1.359	3.875
\$1.360 - \$1.389	4.000
\$1.390 - \$1.419	4.125
\$1.420 - \$1.449	4.250
\$1.450 - \$1.479	4.375
\$1.480 - \$1.509	4.500
\$1.510 - \$1.539	4.625
\$1.540 - \$1.569	4.750
\$1.570 - \$1.599	4.875
\$1.600 - \$1.629	5.000
\$1.630 - \$1.659	5.125
\$1.660 - \$1.689	5.250
\$1.690 - \$1.719	5.375
\$1.720 - \$1.749	5.500
\$1.750 - \$1.779	5.625
\$1.780 - \$1.809	5.750
\$1.810 - \$1.839	5.875
\$1.840 - \$1.869	6.000
\$1.870 - \$1.899	6.125
\$1.900 - \$1.929	6.250
\$1.930 - \$1.959	6.375
\$1.960 - \$1.989	6.500
\$1.990 - \$2.019	6.625

The monthly average price of regular unleaded gas will be communicated to the Branch Managers prior to the beginning of each month. Changes will be communicated to brokers accordingly and will be effective the first Friday of each month.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ICS Courier

CAW – Canada Local 114

\_\_\_\_\_  
Ron Laxdal  
Regional Manager, Western Canada

\_\_\_\_\_  
Jay Ritz  
Committeeperson

\_\_\_\_\_  
Jon Djekic  
Branch Manager, Vancouver

\_\_\_\_\_  
Rafael Ongkeko  
Committeeperson

\_\_\_\_\_  
Carol Boucher  
Director, Human Resources

\_\_\_\_\_  
Stu Shields  
CAW National Representative