

**COLLECTIVE AGREEMENT**

**BETWEEN:**

***ICS Courier***

**AND:**



November 3<sup>rd</sup>, 2020 to November 2<sup>nd</sup>, 2024

12957 (08)

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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/Dependent 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 Unit Chairperson and Shop Stewards**

- (a) 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 Unit Chairperson and shall act as the liaison between the bargaining unit members and the Company. The Committee and/or Unit Chairperson 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 Unit Chairperson and the Company.

- (b) The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches within the bargaining unit for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested.

#### **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 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 their regular duties without first obtaining permission to do so from their 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 thirty (30) 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 their 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 Unifor Local 114 and forwarded to the Local Union Secretary Treasurer.

#### **G 1.11 Protection of Bargaining Unit Work**

- (a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Company employees or brokers who are

members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.

- (b) No person not in the bargaining unit shall perform bargaining unit work on a regular on-going basis but may assist in an emergency situation or for training, route mapping or auditing. A Supervisor or Manager must advise the Shop Steward or Designate on shift when this clause is invoked and provide an explanation at that time.

#### **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**

- (a) The Company shall not require an employee or broker covered by this Agreement to cross a legal picket line.
- (b) The employee shall immediately notify Dispatch or their Supervisor, if applicable, to advise of such and shall not leave the area without further instructions from Dispatch or their Supervisor.

#### **G 1.14 Costs for Collective Bargaining**

The Company will provide a payment to the Union in the amount of three thousand dollars (\$3,000) 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 five hundred dollars (\$500) 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 two thousand five hundred dollars (\$2500.00) per year towards the Union's Paid Educational Leave program. Such leave will be considered as an unpaid leave for Union business.

#### **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 January 1, 2006 will be laid off as a result of contracting out.

### **G 1.19 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 1.20 Union Leaves**

- (a) The Employer shall allow time off work, without pay, to any employee or broker for Union business up to two (2) employees or brokers at any one time. Additional requests shall be granted provided that these requests for time off are reasonable and do not unduly interfere with the operation of the business.
- (b) For leaves less than fourteen (14) days, the Union shall give forty-eight (48) hours written notice for such leave requests. Brokers on such leaves shall be expected to make reasonable efforts to have a relief driver take their place for the duration of the union leave. If the Broker is not successful in securing a relief driver to fill the shift, the Company will fill such run until the time that the union leave ends.
- (c) For leaves in excess of fourteen (14) days, the Union shall provide a minimum of thirty (30) days written notice to the Company. Brokers on such leaves may choose to have a relief driver take their place for the duration of the leave or to have the Company fill such run until the time that the leave ends.
- (d) Any employee or broker with seniority elected or appointed to Union office or selected for other Union activities by the National Union, a provincial Federation of Labour, Canadian Labour Congress and/or Local Union, shall be granted a leave of absence to match the time period(s) of elected or appointed office(s). Renewals shall be granted upon request for each election or appointment.
- (e) Employees and brokers shall maintain and accumulate seniority during any Union leaves of absence.
- (f) Health and welfare benefits and annual vacation benefits shall be suspended at the commencement of any leaves outlined in Article G1.21 (b). 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.
- (g) When a Union Representative is authorized to miss shifts to work on behalf of the Union, the Representative will receive [their](#) usual pay from the Company. The Company will invoice the Local Union once per month to get reimbursed for such payments. The Union will remit payment to the Company within fifteen (15) days of receipt of such invoice.

### **G 1.21 Union-Management Liaison Meeting**

At least once every six (6) months, the Unit Chairperson, Local Representative and/or designate shall meet with the Company Management for the purpose of reviewing grievances and dealing with other labour-management items.

## **ARTICLE G 2 - DISCIPLINE AND DISCHARGE PROCEDURES**

### **G 2.01 Discipline for Just and Reasonable Cause**

Employees who have completed probation shall only be disciplined, suspended, or discharged for just and reasonable cause. All disciplinary action will be in writing. A copy of each disciplinary letter will be given to the Unit Chair or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

### **G 2.02 Union Representation**

- (a) No employee or broker shall enter the offices of a Supervisor and/or Manager for disciplinary purposes without the presence of the Unit Chairperson and/or a Shop Steward. If an employee or broker is brought in without this representation, any resulting discipline shall be null and void.
- (b) Serious infractions may result in immediate suspension pending investigation. The Unit Chair or designate will be notified at the earliest opportunity.

### **G 2.03 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.

## **ARTICLE G 3 - GRIEVANCE PROCEDURES**

### **G 3.01 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 3.02 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 3.03 Parties Ability to File a Grievance**

Any bargaining unit member, the Union or the Company may present a grievance as follows. Grievances should normally be filed within ten (10) calendar days from the time the member and/or the Union is aware of the issue that may lead to a grievance. A grievance filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure.

### **G 3.04 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 is encouraged to 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. 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 and the grievor shall meet to discuss the grievance within seven (7) working days and the Supervisor shall respond in writing with a particularized response to each specific allegation outlined in the grievance no later than seven (7) calendar days from the date the Step 1 grievance is filed.

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 3.05 Time Limits**

- (a) Where a decision with respect to a grievance other than one for unpaid wages 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.
- (b) When the appropriate officer of the Company fails to render a decision with respect to a claim for unpaid wages within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement nor does it constitute a precedent.
- (c) Where a technical error has been made in filing a grievance, through improperly citing the Article alleged to have been violated, an arbitration board shall have the power to allow for the amendment of the grievance, determine the substance of the matter in dispute and render a decision.
- (d) Failure to file a grievance in the appropriate time frame without reasonable grounds or in a manner that would prejudice the other party may be grounds for dismissing the grievance.

### **G 3.06 Payment of Grievances**

All monetary grievances that are mutually agreed upon shall be paid the pay period commencing after the settlement, by way of direct deposit, shall be accompanied by a written statement outlining the amount and the grievance settlement involved.

### **G 3.07 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 3.08 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 3.09 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 3.10 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 3.11 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 3.12 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.

## **ARTICLE G 4 - ARBITRATION**

### **G 4.01 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 4.02 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 4.03 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

David McPhillips

Jim Dorsey

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 4.04 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 4.05 Binding Decision**

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

**G 4.06 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.

**G 4.07 Expenses of the Arbitrator**

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

**G 4.08 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 4.09 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 5 - SENIORITY**

**G 5.01 Principle of Seniority**

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 or Broker accrued since the hire/contract date shown on the respective seniority lists.

**G 5.02 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 5.03 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 5.04 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 5.05 Seniority List**

- (a) It is deemed there will be two (2) seniority lists, one seniority list for all hourly employees and one seniority list for Brokers.
- (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 5.06 Protests**

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 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.

#### **G 5.07 Job Posting**

- (a) All new employee routes or permanent employee vacancies shall be posted for three (3) working days and a copy will be provided to the Unit Chairperson upon posting and emailed to all bargaining unit members who have provided email addresses. Seniority shall govern with first preference to employees within the same seniority list.

Successful applicants must meet the minimum qualifications as established by the Company to perform the job and these qualifications shall be reasonable.

Once awarded, an Employee or Broker shall remain in the position that they posted into until either they fail to meet route standards/customer service requirements, (subject to progressive discipline) 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 and minimum qualifications, number of hours of work and days off, and expected duration of the position (if applicable). Broker positions shall be posted with the information provided for in G5.07 (f).
- (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) 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.

- (e) Vacancy Information

The Company agrees to post the following information for broker positions

- Area;
- Average standard finish time;
- Any mid-day breaks (eg. Split Shifts)
- Route standards (eg. same day/next day/mixed)
- Vehicle size;
- Average/estimate number of stops
- If the vacancy is subject to any outstanding termination grievance ;
- if no change to the posted route, the Company agrees to provide the previous three (3) months gross revenue;
- A full description of the route as well as any known exceptions or anomalies for that routes

- (f) Maximization of Hours

While the Company is entitled to post shifts of various lengths as provided for in this Collective Agreement, the Company first will post a maximum number of eight (8) hour shifts when and where possible.

The Company will endeavor to maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This shall include casual hours.

#### **G 5.08 Posting to Another Classification**

If a Broker is awarded a position as an Hourly employee, they will be given a new employee seniority date using the first day worked as an Hourly employee. Their Broker seniority shall then be frozen unless they revert back to Broker status. The identical situation shall occur for an Hourly employee converting to a Broker.

#### **G 5.09 Loss of Seniority**

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 4.04. There shall be no loss of seniority or any other penalty for refusal to respond to recalls of five (5) days or less.
- (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 their previous seniority to a maximum of eighteen (18) 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 under provincial legislation they will be granted a leave of absence upon request for a maximum of eighteen (18) months, or if the license is permanently revoked, shall 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 they may return to their 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 5.10 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 date shall be established from the date and hour of commencing work.

- (b) A probationary Employee/Broker during their first sixty (60) days worked may be terminated without notice at the discretion of management provided such discretion shall not be exercised arbitrarily.

#### **G 5.11 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 6 - HEALTH & SAFETY**

#### **G 6.01 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 6.02 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 6.03 Terms of Reference**

The Occupational Health and Safety Committee shall meet to draft the terms of reference in accordance with the Canada Labour Code which terms shall be posted. The Occupational Health and Safety Committee shall meet monthly and the minutes shall be posted and shall be promptly forwarded to the Branch Manager and the Chief Shop Steward and the Local 114 President. The duties of the Committee will be as per Part II of the Canada Labour Code.

#### **G 6.04 Safety Boots**

The Company will reimburse Employees/Brokers who are required by law to wear safety footwear, for the purchase of approved safety footwear in the amount of one hundred and thirty (\$130.00) dollars once every twelve (12) months upon receiving proof of purchase.

#### **G 6.05 Paid for Time as a Result of Injury**

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

#### **G 6.06 Right to Refuse**

- (a) It will not be a violation of this Agreement when employees or brokers refuse to operate unsafe equipment or perform unsafe practices as prescribed by law under the *Canada Labour Code*.
- (b) The Employer shall ensure that no other employee is asked or permitted to perform the work of the employee who refused unless the second

employee is advised of the reasons of the work refusal in presence of the Union Safety Committee member or their designate and/or the refusing employee.

- (c) No employee shall lose pay, seniority or benefits for the remainder of a shift due to a work refusal although the employee may be assigned to other work.
- (d) A written report covering all aspects of each work refusal shall be produced and delivered to the Safety Committee Co-Chairs for review at the next monthly meeting.

#### **G 6.07 Duty to Accommodate**

The Unit Chairperson shall be made aware in writing of all current light duty, modified work or accommodation situations.

### **ARTICLE G 7 - NEW CLASSIFICATION AND PAYROLL/ACCOUNTING ERRORS**

#### **G 7.01 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, they 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 7.02 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 8 - WORKING CONDITIONS**

#### **G 8.01 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 8.02 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.

#### **G 8.03 Communication Devices**

No employee shall be required to use their personal cell phone for Company Business.

## **ARTICLE G 9 - MANAGEMENT RIGHTS**

### **G 9.01 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, 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 9.02 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 G10 - WORKFORCE CHANGES, TECHNOLOGICAL CHANGE, CLOSURES AND RESTRUCTURING**

### **G 10.01 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 at least one hundred and twenty (120) days 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 apply to this Agreement.

The Company will give no less than one hundred and twenty (120) 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 one hundred and twenty (120) days prior to the introduction of such change and will give full consideration to the Union's suggestions.

Employees who remain shall not suffer any loss in pay rate and shall exercise their seniority to bump into any positions.

Employees and/or brokers who are laid off as a result of technological change shall receive severance pay as set out in Article G10.02 (a).

### **G 10.02 Layoff and/or Terminations, and Severance Pay**

- (a) The Company is committed to following all applicable provisions of the *Canada Labour Code* and related legislation in the event of a partial or complete closure or restructuring of the workforce.

It is expressly understood and agreed that all provisions outlined in sections 214 to 226 of the *Canada Labour Code* not outlined in this article are hereby deemed to be incorporated into the Collective Agreement.

- (b) Severance Pay

Each full-time employee or broker laid off (or intended to be laid off) for more than twelve (12) calendar months and/or each terminated employee who has completed one (1) year of service shall be entitled to receive a severance payment of one (1) week of pay for each year of service calculated at forty (40) hours of straight time pay per week at their classification rate (or based on their daily revenue or daily guarantee based on a five (5) day pay period for each year of service as applicable for brokers) and any premiums plus applicable vacation payments and

paid benefit coverage for the same number of weeks that their severance payment is calculated at following the date of their severance with partial years pro-rated. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings and the paid benefit coverage shall be pro-rated for the equivalent length of time in weeks as their length of service in years.

Each employee and/or broker is entitled to receive this payment in a lump sum and may request that it be deposited directly into their RRSP without source deduction. This severance payment will be payable regardless of whether or not the employee and/or broker finds alternate employment. Employees and/or brokers who are laid off who choose to take the severance payment shall lose seniority and their employment shall be terminated.

## **ARTICLE G 11 – ANTI-HARASSMENT AND ANTI-DISCRIMINATION**

### **G 11.01 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.

### **G 11.02 Process**

If a bargaining unit member believes that they have 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 they 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 3.04, Step 2 of the grievance procedure.

### **G 11.03 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 12 - DURATION OF AGREEMENT**

### **G 12.01 Duration**

This Agreement shall be in full force and effect from and including November 3rd, 2020, to and including November 2nd, 2024, 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 New Westminster, BC this 20th day of May 2021.

ICS Courier:	Unifor, Local 114:
	
<hr/> Kim Glenn Director of Human Resources	<hr/> Mario Santos National Representative
<hr/> Jon Djekic Director of Operations	<hr/> Cynthia Anderson Local 114 Representative
	<hr/> Terry Regnier Bargaining Committee
	<hr/> Chris Hon Bargaining Committee
	<hr/> Rod Rennie Bargaining Committee

## **EMPLOYEE SECTION**

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

### **ARTICLE E1 - 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 seventy-five cents (75¢) 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 and fifty cents (\$1.50) 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.

#### **E 1.05 Weekend Work Premium**

As of date of ratification, Employees who bid on a posting that includes weekend work shall receive a premium of one dollar (\$1.00) for all hours worked on Saturday and Sundays. This shall apply to new postings.

### **ARTICLE E2 - HEALTH & WELFARE**

#### **E 2.01 Insured Benefits:**

The benefits in place at the time of reaching this agreement shall not be reduced and shall contain the following improvements effective the first day of the month following ratification as outlined in Article E2:

(a) Full-Time Employees

The Company shall arrange and pay the premiums for the Company's Insured Benefit package for full time employees who have completed six (6) months 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.

(b) Part-Time Employees

The Company shall arrange and pay the premiums for the Company's Insured Benefit package for Part Time Employees who work a minimum of twenty (20) hours per week and have completed 6 (six) months

continuous service. Benefits will be the same as those for full-time employees with the exception of long term disability (LTD) coverage. These payments shall be made while the employee is actively at work, to the end of the month in which layoff occurs and for up to one year of 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.

(c) Assistance with Claims

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.

(d) Short Term Disability

Short Term Disability benefits commences on the first (1<sup>st</sup>) day of accident and the fourth (4<sup>th</sup>) day of sickness. Benefit is based on sixty-six and two thirds (66.67%) of average weekly earnings to a maximum weekly benefit of fifteen hundred dollars (\$1500) for the first fifteen (15) weeks. An increase in the maximum payment will be automatic in accordance with E.I. Standards. The Company agrees that there will be no decrease in the current maximum benefit level during the term of this Agreement.

(e) Long Term Disability

The Company will make available to eligible Employees a Long Term Disability (LTD) Group Plan Eligibility commences after fifteen (15) weeks or one hundred and twenty (120) days, whichever comes first. The plan provides a disability income based on sixty-six and two-thirds (66.67%) of average monthly earnings up to a maximum monthly benefit of ten thousand dollars (\$10,000). Benefits terminate upon cessation of disability, death or attainment of age 65 (except if the employee was under age 65 when they became disabled as they will received at least twelve (12) months of payment provided they remain disabled), whichever occurs first. The definition of disability will be "own occupation" for two (2) years and then "any occupation for which you are reasonably fitted by education, training or experience and where you are not able to earn 70% of pre-disability monthly earnings."

(f) Dental

Coverage for major dental will be added including but not limited to crowns, bridges, and child ortho at fifty percent (50%) reimbursement.

The dental cap will increase cap from \$1500 to \$2000 per individual covered per year, excluding child orthodontics. Child orthodontics will have a separate cap of \$1500.00 per individual covered per lifetime.

(g) Life Insurance

Life insurance will be changed to \$50,000.00 for each full-time member and \$25,000.00 for part-time members.

(h) Vision Care

Upon 30 days following ratification: Optical benefits will be increased to three hundred (\$300.00) dollars.

(i) Drug Coverage

A drug card will be introduced for all members with full coverage at 100% including dispensing fee with a lower cost alternative where possible except as specifically directed by the physician. If the physician does not direct a lower cost alternative and a brand name is chosen where a lower cost alternative is available, the reimbursement will be set at 80% including dispensing fees.

The drug coverage cap will be increased from \$1000 to \$10,000 per individual covered per calendar year.

(j) Paramedical Coverage

The current paramedical coverage will have the maximum payment changed to five hundred dollars (\$500) per year with each visit compensated at eighty (80%).

## **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.

## **E 2.03 Doctor's Note**

Any Doctor's note or reports required by the Company shall be paid in full by the Company.

## **E 2.04**

The Company will ensure that all required paper work needed for medical leave or coverage will be filled out and processed as quickly as possible.

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

## **E 3.01 Bereavement Leave**

- (a) 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 not exceeding three (3) working days. If necessary, in case of members of the immediate family, bereavement leave may be

extended by an extra two (2) unpaid days, or for two (2) paid days in the event of a death of the spouse or child of the member as defined in Article E3.01 (b). 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.

- (b) For the purposes of this provision, the immediate family will be restricted to father, mother, brother, sister, recognized spouse (including same-sex and common law spouse), and child (including step-child and adopted 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 3.02 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 3.03 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 3.04 Maternal/Paternal Leaves**

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

### **E 3.05 Personal Days Off**

All Employees who have completed three (3) consecutive months of continuous employment with the Company shall be entitled to three (3) personal days off ("PDO) with pay each calendar year, which may be used at their discretion subject to the conditions below.

Employees taking PDO shall, as soon as possible, provide advance notice in writing to the Company regarding the day(s) they intend to take off.

The leave of absence may be taken in one or more periods; however, no period of leave shall be less than the duration of one day.

PDO's shall be paid at the regular rate of wages for the normal hours of work for the employee. For clarity:

- a) "Regular rate of wages" shall be calculated as the average of the employee's daily earnings, exclusive of overtime hours, for the twenty (20)

days the employee has worked immediately preceding the first day of the period of paid leave.

- b) “Normal hours of work” shall be calculate as the average of the employee’s daily hours worked, exclusive of overtime hours, for the twenty (20) days the employee has worked immediately preceding the first day of the period of paid leave.
- c) PDO’s may be used for the following reasons in accordance with *Canada Labour Code*.
  - treat an injury or illness;
  - take care of health obligations for any member of your family or care for them;
  - take care of obligations related to the education of any family member under age 18;
  - manage any urgent situation that concerns you or a family member;
  - attend your citizenship ceremony under the *Citizenship Act*, or
  - manage any other situation prescribed by regulations.

## **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 entitled to exercise their right to bump a junior.
- (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 a minimum of one-half (1/2) hour to a maximum of one (1) hour. 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 their 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 a junior Sorter of their choice 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 of their choice if the Courier has greater seniority. A junior Courier that is bumped shall have the right to bump a junior Courier of their choice if the Courier has greater seniority. The junior Courier that is bumped shall have the right to bump a junior Sorter of their choice if the Courier has greater seniority. This shall continue in the same manner until six (6) bumps have taken place and the seventh (7<sup>th</sup>) person bumping must bump the junior sorter. Bumping will continue beyond the maximum of 6 only if the employee has greater than 10 years of service.

- (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 of their choice if the Courier has greater seniority. A junior Courier that is bumped shall have the right to bump a junior Courier of their choice if the Courier has greater seniority. The junior Courier that is bumped shall have the right to bump a junior Sorter of their choice if the Courier has greater seniority. This shall continue in the same manner until six (6) bumps have taken place and the seventh (7<sup>th</sup>) person bumping must bump the junior sorter. Bumping will continue beyond the maximum of 6 only if the employee has greater than 10 years of service.
- (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) The Company will meet with the Unit Chair in advance of any bumping to discuss the bumping options and scenarios and the parties will attempt to create a paper bump to streamline the bumping procedures to the greatest extent possible before any bumping takes place.

#### **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 forty five (45) days' notice:

- (a) Bump a junior Courier of their choice if the Courier has greater seniority. A junior Courier that is bumped shall have the right to bump a junior Courier of their choice if the Courier has greater seniority and so on in the same manner until six (6) bumps have taken place and the seventh (7<sup>th</sup>) person bumping must bump the junior Courier;
- (b) Accept a layoff and must wait until there is a Courier vacancy as long as their 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) Bump a junior sorter position of their choice if the Courier has greater seniority. A junior sorter that is bumped shall have the right to bump a junior sorter of their choice.

OR

- (e) If (c) has been refused within five (5) days and a Sorter has successfully bid for the new Broker position they shall have the first claim on the vacated sorter position.
- (f) Accept severance pay as per the calculations in G9.02 (b).  
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).
- (g) No New Conversions  
All current hourly courier routes as of the date of ratification shall not be fully or partially converted to brokers.

## **E 5.12 Walker Routes**

Where the company decides to implement a Walker route either by the conversion of an Hourly Courier route, Broker route or by implementing a new route; that route shall be posted as new work and all employees are entitled to apply for that Walker route subject to the following.

- a) The senior qualified applicant shall be awarded the Walker route.
- b) The successful applicant shall be paid the rate in the collective agreement for that Walker route.
- c) At any time subsequent to winning the posting to the Walker route, should the company eliminate the Walker route, the person filling that route shall be able to use their seniority to bump back into any route that they are qualified to do based on their seniority.

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

### **E 6.01 Statutory Holidays**

The following general holidays will be observed:

New Year's Day	Labour Day
BC Family day February 2022	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

### **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 Conversion to Calendar Year Vacation Accrual and Scheduling**

Effective January 1, 2010 the vacation scheduling year shall be the calendar year, January 1<sup>st</sup> to December 31<sup>st</sup>. Vacation entitlement earned during the current calendar year cannot be taken until the following calendar year.

### **E 7.02 Selection of Vacation**

On September 1<sup>st</sup> of each year, the Company shall post a list upon which the employees shall indicate their vacation preference. All employees shall give their preference of vacation at the latest by October 15<sup>th</sup>.

The Company shall identify by the 1<sup>st</sup> of September the number of employees who may take vacation in each calendar week in the following calendar year.

Each employee in order of seniority will select their desired time for vacation from the available vacation periods. An employee shall be required to select their vacation dates within a maximum of twenty-four (24) hours (excluding their regular days off). Any employee failing to select their vacation date except for bona fide sickness or injury where the Company is unable to contact, then the employee shall forfeit their 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 October 15<sup>th</sup> of each year. Any employee who wishes to change their vacation selection after October 15<sup>th</sup> will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval.

### **E 7.03 Vacation Selection**

- (a) Employees shall be allowed to split their vacation entitlement in complete weeks, which must be declared prior to October 15<sup>th</sup> 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 no more than three (3) weeks of vacation between June 15 and September 15. Vacation requests received after October 15<sup>th</sup> 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 November 30<sup>th</sup> of each year.

#### **E 7.04 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,
  - five (5) weeks after fifteen (15) years' service and
- Effective 2020      six (6) weeks after twenty five (25) years' 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 7.05 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 7.04.

#### **E 7.06 Vacation Pay**

Vacation pay shall be calculated on the basis of vacationable earnings in the calendar year prior to the year in which the vacation is scheduled. Vacation entitlement shall be determined in accordance with the provisions of Articles E 7.04 a) through E 7.04 b) inclusive. In the calendar year that the employee reaches their 5<sup>th</sup>, 10<sup>th</sup> or 15<sup>th</sup> anniversary, the additional vacation week earned cannot be taken until after the respective anniversary date.

#### **E 7.07 Less than 1 year service**

Employees with less than 1 year of completed service as of December 31<sup>st</sup> each year will earn vacation time at the rate of 0.833 days per completed calendar month as per following chart and four percent (4%) vacation pay calculated on vacationable earnings from date of hire to the final pay date in December of the year of hire. Employees with a hire date from the 1<sup>st</sup> to the 15<sup>th</sup> of the month will accrue time for the full month for the initial accrual in the year of hire as well as in the year of eligibility change to 3 weeks, 4 weeks or 5 weeks of vacation. Employees with a hire date from the 16<sup>th</sup> to the end of the month will accrue time beginning on the 1<sup>st</sup> of the following calendar month. Where vacation days accrued are fractions, the days earned will be rounded to the nearest full day (i.e. - 4.5 days rounded to 5 days and 3.4 days rounded to 3 days).

Date of Hire	Days Accrued at 0.8334 days per completed calendar month	# of Vacation Days Earned (to be taken in following calendar year)
January 1 <sup>st</sup> to January 15 <sup>th</sup>	10.0	10 days
January 16 <sup>th</sup> to February 15 <sup>th</sup>	9.1674	9 days
February 16 <sup>th</sup> to March 15 <sup>th</sup>	8.334	8 days
March 16 <sup>th</sup> to April 15 <sup>th</sup>	7.50	8 days
April 16 <sup>th</sup> to May 15 <sup>th</sup>	6.6672	7 days
May 16 <sup>th</sup> to June 15 <sup>th</sup>	5.8338	6 days
June 16 <sup>th</sup> to July 15 <sup>th</sup>	5.00	5 days
July 16 <sup>th</sup> to August 15 <sup>th</sup>	4.167	4 days
August 16 <sup>th</sup> to September 15 <sup>th</sup>	3.3336	3 days
September 16 <sup>th</sup> to October 15 <sup>th</sup>	2.50	3 days
October 16 <sup>th</sup> to November 15 <sup>th</sup>	1.6668	2 days
November 16 <sup>th</sup> to December 15 <sup>th</sup>	0.8334	1 day
December 16 <sup>th</sup> to December 31 <sup>st</sup>	0	0 days

#### **E 7.08 Vacation Carry-Over**

Up to two (2) weeks of vacation time may be carried over to the end of April in the following calendar year if it is not all used by the conclusion of a calendar year.

#### **E 7.09 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 7.10 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.

#### **E 7.11 Minimum Number of Vacation Slots**

In any given week of a calendar year, at least two (2) drivers and two (2) sorters or ten percent (10%) of the drivers and ten percent (10%) of the sorters, whichever is greater shall be permitted to bid vacation time off. The Company will grant additional vacation spots off where possible based on bona-fide operational requirements.

## ARTICLE E 8 - MISCELLANEOUS

### E 8.01 Union Label

It shall not be a violation of this Agreement for an Employee to post the 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

#### Effective Date of Ratification

<b>03-Nov-20</b>	<b>Rate of Pay</b>	<b>2.00%</b>
<b>Classification</b>	<b>0-12 Mos</b>	<b>13+ Mos</b>
Sorter	\$17.84	\$18.27
Courier	\$21.97	\$22.83
Driver 5 Ton	\$23.24	\$24.17
Walker	\$20.54	\$21.63
<b>03-Nov-21</b>	<b>Rate of Pay</b>	<b>2.00%</b>
<b>Classification</b>	<b>0-12 Mos</b>	<b>13+ Mos</b>
Sorter	\$18.20	\$18.63
Courier	\$22.41	\$23.28
Driver 5 Ton	\$23.70	\$24.66
Walker	\$20.95	\$22.07
<b>03-Nov-22</b>	<b>Rate of Pay</b>	<b>2.00%</b>
<b>Classification</b>	<b>0-12 Mos</b>	<b>13+ Mos</b>
Sorter	\$18.56	\$19.01
Courier	\$22.86	\$23.75
Driver 5 Ton	\$24.17	\$25.15
Walker	\$21.37	\$22.51
<b>03-Nov-23</b>	<b>Rate of Pay</b>	<b>2.25%</b>
<b>Classification</b>	<b>0-12 Mos</b>	<b>13+ Mos</b>
Sorter	<b>\$18.98</b>	<b>\$19.43</b>
Courier	<b>\$23.37</b>	<b>\$24.28</b>
Driver 5 Ton	<b>\$24.72</b>	<b>\$25.72</b>
Walker	<b>\$21.85</b>	<b>\$23.01</b>

## **BROKER SECTION**

**THIS BROKER SECTION OF THE COLLECTIVE AGREEMENT APPLIES TO ALL BROKERS.**

### **ARTICLE B 1 - SENIORITY**

#### **B 1.01 Seniority**

- (a) Seniority shall be in the sequence of length of continuous contractual relationship as a Broker. The initial seniority 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/Reroutes**

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-routing 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 ten per cent (10%) then the company agrees it will follow the reroute process.

Prior to the reroute, the Company will discuss the change with the affected brokers(s) and the Unit Chairperson. The Company agrees to provide the Union

seven (7) calendar day's written notice to the affected Brokers and the Unit Chairperson. The following process will be used:

- (a) The Company will inform the affected Brokers of the proposed reroute and the broker will have seven (7) calendar days to respond in writing with their suggestions which will be taken into consideration. The Company agrees to provide the brokers with pre route stops, km, pieces, post reroute stops, required vehicle size.
- (b) If there is a change in the Broker's route of more than ten (10%) percent, after route optimization is completed, the Broker shall have the right to accept the change or bump any junior Broker.

#### **B 2.05 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 or to choose to accept severance in accordance with Article G10.02(b).

#### **B 2.06**

The Company agrees that the issue of excessive hours that some brokers have been required to do will be addressed and every effort will be made to reduce these hours.

It is understood that the company intends each route to be completed within ten (10) hours excluding rest periods.

#### **B 2.07**

All Brokers shall be entitled to take rest periods at their discretion provided there is no disruption to service resulting in customer service failures.

### **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- Severance Pay in the event of a layoff or reroute shall be calculated in Article G10.02 (b).

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

If a Broker route is converted to an employee route an existing Broker whose route is converted shall have one of the following options after receiving forty five (45) days' notice. The Company will meet with the Union and the affected

brokers (s) to discuss any issues of mutual concern relating to the conversion prior to the expiration of the notice period stated above.

- (a) Bump a junior Broker provided they have more seniority. Bumping of a junior broker of their choice will take place by seniority no more than three (3) times and the fourth (4th) time, the bumping must be the junior broker;
- (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 using their seniority and frozen seniority.
- (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 (a) - (d)

- (e) Accept severance pay as per the calculations in G10.02 (b).
- (f) These options will also be available to any Broker who is bumped by another Broker as a direct result of the conversion. A Broker who, by accepting an hourly route or otherwise exercising their seniority rights to bump into an hourly position, will be given credit for all continuous service since their original date of service for the purposes of the Collective Agreement.

## **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.

When air material arrives late to the branch after an initial period of thirty (30) minutes, Brokers will be paid at the top courier rate while waiting for their freight provided they attend the worksite at the prescribed time.

### **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	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.

In the event a change in equipment is required to satisfy the needs of a route, discussions will be held with the Owner Operator prior to the change and they will have forty-five (45) days' to acquire the new equipment.

#### **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.

#### **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.

## **B 5.16**

If a Broker anticipates that a single stop will occupy too much time or that the stop will bulk out their vehicle thus causing the potential for a negative impact on all other deliveries, the broker must contact a Supervisor.

## **B.5.17**

No employee or Broker shall be required to use their personal cell phone for Company business.

## **ARTICLE B 6 - BROKERS FEES, CHARGES AND COMMISSIONS**

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

	<b>Ratification</b>	<b>Nov 1, 2021</b>	<b>Nov 1, 2022</b>	<b>Nov 1, 2023</b>
Daily Mini Van vehicle rate	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>	<b>\$40.00</b>
Per call rate for all calls	<b>\$2.00</b>	<b>\$2.05</b>	<b>\$2.10</b>	<b>\$2.15</b>
Per km rate for all Kms	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>	<b>\$0.50</b>
Per Piece Scanned	<b>\$0.03</b>	<b>\$0.03</b>	<b>\$0.04</b>	<b>\$0.04</b>
Daily Vehicle Rate for Sprinter	<b>\$43.00</b>	<b>\$43.00</b>	<b>\$43.00</b>	<b>\$43.00</b>

	<b>Nov 1, 2020</b>	<b>Nov 1, 2021</b>	<b>Nov 1, 2022</b>	<b>Nov 1, 2023</b>
Lump Sum Payments	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$150.00</b>	<b>\$150.00</b>

Retroactive for brokers \$1,000.00

As of date of ratification the parties have discussed and agreed to alter the payment formula for brokers. The new formula shall delete the current stop and KM thresholds. Drivers that are shown to have lost income as a result of the change in payment formula as per the chart attached shall have the right to bump a junior Broker. This shall occur within ten (10) days of ratification.

Note: Same formula for all brokers

Daily Guarantee rates:

Mini Van	\$210.00
Sprinter	\$220.00
1 ton	\$235.00
3 ton	\$245.00

The Company agrees to provide the brokers with a detailed pay stub.

**\*\* NOTE:** The Company agrees that for the initial Broker route audit after ratification, due to the introduction of the new payment formula, there will be a onetime reprieve (i.e. amnesty) given for any Broker not submitting correct kilometre information. Any subsequent incorrect kilometre submissions will result in further audits and possible discipline up to and including cancellation of a Broker's contract.

#### **B 6.02 Required to work weekends**

Brokers who are required/asked to work on the weekend shall be paid at one and a half (1.5) times the hourly driver rate plus fuel for all work on the weekend.

### **ARTICLE B 7 – LEAVES OF ABSENCE**

#### **B 7.01 Medical Leave (7.03)**

A Broker who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. Periodic medical reviews will be conducted.

#### **B 7.02 Other Leaves of Absence (7.04)**

If a Broker desires a leave of absence for reasons other than those referred to in this Agreement, proper justification must be submitted in writing to the Company as soon in advance as possible. The Company agrees that no legitimate or reasonable request will be denied providing such leave of absence does not interfere with business operations and is not for the purposes of seeking other employment.

#### **B 7.03 Maximum Leave (7.05)**

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

#### **B 7.04 Extended Leave (7.06)**

Extended leaves of absence above and beyond the sixty (60) days as set out in Clause B 7.03 (7.05) shall be granted only by mutual agreement by both the Company and the Union in writing.




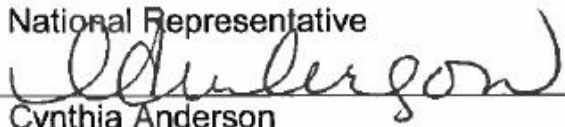


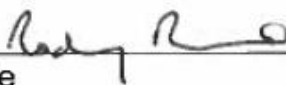
## ARTICLE B 8 – RELIEF DRIVERS

### B 8.01 Relief Driver Compensation

Brokers must secure a relief driver and commit to compensating them seventy-five (75%) percent of the daily revenue or daily minimum whichever is greater.

### SIGNING PAGE

Signed at New Westminster, BC this 20th day of May 2021.

ICS Courier:	Unifor, Local 114:
	
Kim Glenn Director of Human Resources	Mario Santos National Representative
	
Jon Djekic Director of Operations	Cynthia Anderson Local 114 Representative
	
	Terry Regnier Bargaining Committee
	
	Chris Hon Bargaining Committee
	
	Rod Rennie Bargaining Committee

## **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 dependent 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:

### **1. SERVICES**

#### **1.01**

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

#### **1.02**

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.

#### **1.03**

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.

#### **1.04**

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 dependent Broker of the Company and is not and shall not be deemed to be an employee, agent, partner or joint venture 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 themselves 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.
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Standard van size	267.3 cu. ft.
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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 become 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 themselves 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.

Broker:

City:

Province:

## **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  
Information Communication Services (ICS) Inc.  
(ICS Inc.)  
in the presence of:

_____	Per
Witness	Per: _____
	_____
	Broker Name
_____	
Witness	Broker Signature
	_____

## LETTER OF UNDERSTANDING #1

BETWEEN  
ICS COURIER  
AND  
UNIFOR, 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-vis 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 New Westminster, BC this 20th day of May 2021.

ICS Courier:

Unifor, Local 114:



Kim Glenn  
Director of Human Resources



Jon Djekic  
Director of Operations



Mario Santos  
National Representative



Cynthia Anderson  
Local 114 Representative

Terry Regnier  
Bargaining Committee

Chris Hon  
Bargaining Committee

Rod Rennie  
Bargaining Committee

## LETTER OF UNDERSTANDING #2

BETWEEN  
ICS COURIER  
AND  
UNIFOR, 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:

Average Price of Unleaded Gasoline (C\$/Litre)	Broker Fuel Subsidy Cents per Km
\$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




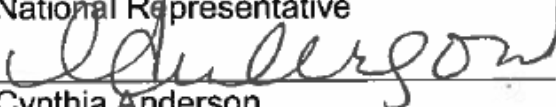


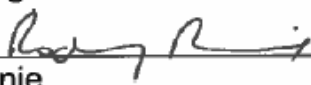
Average Price of Unleaded Gasoline (C\$/Litre)	Broker Fuel Subsidy Cents per Km
\$1.030 - \$1.059	2.625
\$1.060 - \$1.089	2.750
\$1.090 - \$1.119	2.875
\$1.120 - \$1.149	3.000
\$1.150 - \$1.179	3.125
\$1.180 - \$1.209	3.250
\$1.210 - \$1.239	3.375
\$1.240 - \$1.269	3.500
\$1.270 - \$1.299	3.625
\$1.300 - \$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

supplier \$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.

Company agrees to Vancouver average price of fuel effective year 2.

**Signed at New Westminster, BC this 20th day of May 2021.**

ICS Courier:	Unifor, Local 114:
 Kim Glenn Director of Human Resources	 Mario Santos National Representative
 Jon Djekic Director of Operations	 Cynthia Anderson Local 114 Representative
	 Terry Regnier Bargaining Committee
	 Chris Hon Bargaining Committee
	 Rod Rennie Bargaining Committee




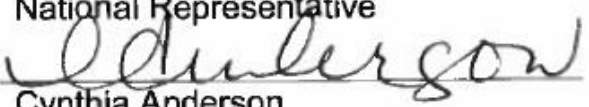

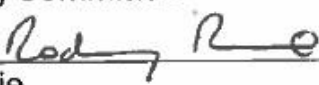
### LETTER OF UNDERSTANDING #3

BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCAL 114

**Re: Tolls and Fees**

The Company will pay the full costs of all road, bridge and ferry tolls incurred by brokers or employees to either get to or from their routes where it is required for the broker or employee to cross these points to perform their work in a reasonable time frame.

**Signed at New Westminster, BC this 20th day of May 2021.**

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## LETTER OF UNDERSTANDING #4

BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCAL 114

**Re: Application of Frozen Seniority**

In the 2011-2012 round of collective bargaining, the parties discussed frozen seniority and its application.




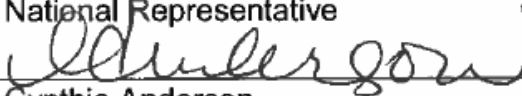
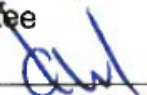
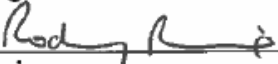
It is understood that the collective agreement allows for frozen seniority to be held and maintained. For example, a broker could be converted or apply for an hourly position or vice-versa.

Applicants moving from one classification to another shall maintain their accrued seniority and have it frozen for the duration of their employment.

If a broker or hourly worker returns or is returned to their former classification(s), they shall be permitted to exercise their frozen seniority to determine their options under the collective agreement including correct position on the seniority and bidding list for that classification, bumping and/or severance options.

A broker or hourly employee shall continue to accrue length of service seniority for their entire employment for purposes such as identified in the collective agreement including vacation pay and calculation of overall severance payments.

**Signed at New Westminster, BC this 20th day of May 2021.**

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## LETTER OF UNDERSTANDING #5



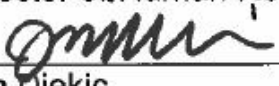
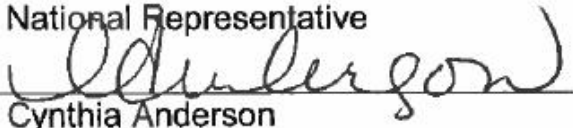

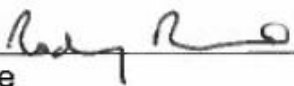
BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCAL 114

**Re: Company Pension Plan**

The Company agrees to introduce a voluntary RRSP matching pension savings plan Nov. 2016.

For full-time employees who have completed one year of Company service, the Company will match the employee's contributions to a maximum of two (2%) percent of gross earnings.

**Signed at New Westminster, BC this 20th day of May 2021.**

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## LETTER OF UNDERSTANDING #6

BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCALS 114 (THE "UNION")

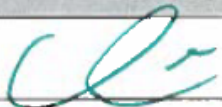
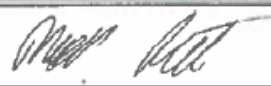
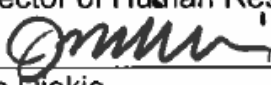
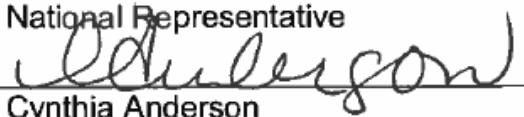


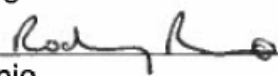
**Re: Contracting out of ICS to other TransForce**

The Company agrees that if they contract out or close any facility as a result of work being given to another Transforce company they will offer the following:

Each full-time employee or broker laid off for more than twelve (12) calendar months of service shall be entitled to receive a severance payment of two (2) weeks pay for each year of service calculated at forty (40) hours of straight time pay per week at their classification rate (or based on their daily revenue or daily guarantee based on a five (5) day pay period for each year of service as applicable for brokers). Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings and the paid benefit coverage shall be pro-rated for the equivalent length of time in weeks as their length of service in years, to a maximum of 40 weeks.

Each employee and/or broker is entitled to receive this payment in a lump sum and may request that it be deposited directly into their RRSP without source deduction. This severance payment will be payable regardless of whether or not the employee and/or broker finds' alternate employment. Employees and/or brokers who are laid off who choose to take the severance payment shall lose seniority and their employment shall be terminated.

**Signed at New Westminster, BC this 20th day of May 2021.**

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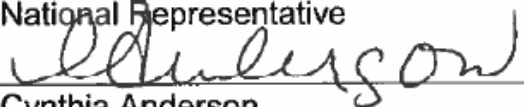

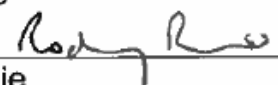
## LETTER OF UNDERSTANDING #7

BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCALS 114 (THE "UNION")

### RE: Excessive Sizes on Shipments

Both parties recognize that issues around excessive sizes on shipments could reduce the brokers' ability to secure more income from smaller sized shipments. In these types of situations, the Broker must approach a Supervisor to discuss their concern and the potential loss of income. The parties will work together to resolve the issue. If the parties cannot resolve the issue, the Broker may still be required to complete the delivery of the shipment. The driver may be paid for lost income opportunities depending on the results of the discussion. The onus will be on the driver to establish the potential loss of income.

**Signed at New Westminster, BC this 20th day of May 2021.**

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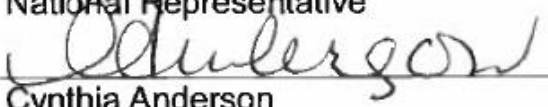
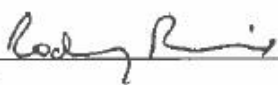
## LETTER OF UNDERSTANDING #8

BETWEEN  
ICS COURIER  
AND  
UNIFOR, LOCALS 114 (THE "UNION")

**RE: Vehicle Upgrade**

The Company agrees that no current Brokers will be forced to upgrade their vehicles over the life of the agreement; however, in the event that a larger vehicle is required, the parties will discuss the upgrade of vehicle as long as potential revenues dictate the upgrade.

**Signed at New Westminster, BC this 20th day of May 2021.**

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