

COLLECTIVE AGREEMENT

between

ICS Courier

INFORMATION COMMUNICATION SERVICES, (ICS), INC.

and



UNITED STEELWORKERS TC LOCAL 1976

November 1, 2020 to October 31, 2025

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GENERAL LANGUAGE

ARTICLE 1 – PREAMBLE

- 1.01 It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the Employer and the members of the bargaining unit and to set forth in the basic Agreement, rates of pay, hours of work and conditions of employment to be observed between the parties hereto. Both parties are pledged to cooperate and assist to the fullest extent in promoting safety, efficiency and the successful operations of the Company.
- 1.02 It is understood that where the term “Broker” appears it shall be interpreted to mean “Independent Contractor”.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 This Agreement shall apply to all employees and brokers of Insurance Courier Services, a Division of Information Communication Services (ICS) Inc. excluding office, clerical, and sales staff, supervisors, and those persons above the rank of supervisor. as follows:

2.02 **Bargaining Certificate 10329-U**

- Victoria and Nanaimo, B.C.

Bargaining Certificate 10321-U

- Moncton, Saint John, Bathurst & Fredericton, N.B., Halifax/Dartmouth, and Sydney, N.S., Charlottetown, P.E.I. and St. John’s, NL.

Bargaining Certificate TBD

- B.C. – Kamloops and Kelowna
- Saskatchewan - Regina and Saskatoon
- Manitoba – Winnipeg Brokers
- Ontario - Belleville, Kingston, Peterborough, Sault Ste. Marie
Sudbury, North Bay, Timmins and Thunder Bay, Ontario
- Alberta – Calgary, Edmonton

2.03 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees and brokers covered by this Agreement. The Employer agrees to bargain with no other Union during the life of this agreement. The Company agrees not to enter into any agreement or contract with the Union employees or brokers, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such agreement will be null and void.

- 2.04 All employees and brokers covered by the agreement and employed by the Company who are now members in good standing of the Union shall, as a condition of employment, remain members in good standing. All employees and brokers of the Company hired after the execution of this Agreement shall become and remain members in good standing of the Union.
- 2.05 Employees and brokers are required to provide the Company with their current mailing address and telephone number. The Company shall provide a copy of this information to the Union every six (6) months. The Company will have no financial obligation to any employee or broker for missed work opportunities if accurate information is not on file.

ARTICLE 3 - UNION SECURITY

- 3.01 The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- 3.02 The Union will give reasonable notice to the Employer of any changes in union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.
- 3.03 No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:
- USW Local 1976
2360 De Lasalle
Suite 202
Montreal, QC, H1V 2L1
- 3.04 The monthly remittance shall be accompanied by a summary of the dues calculations made for the month, each month, as well as a statement showing the names of each employee and broker from whose pay deductions have been made and the total deducted for the month.
- 3.05 The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual Statement of Remuneration (T4 slip).
- 3.06 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the management of the business enterprise and its facilities, equipment and direction of the working forces are fixed exclusively in the Employer, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency;
 - (b) Select, hire, discharge, promote, demote, transfer, assign, schedule, lay off, recall and suspend or otherwise discipline employees and brokers, provided that if any employee or broker has been discharged or disciplined without just cause or promoted, demoted, transferred, laid off or recalled contrary to the provisions of this Agreement, a grievance may be filed and dealt with in accordance with the Grievance Procedure;
 - (c) Make and enforce and alter from time to time reasonable rules, regulations, practices and policies to be observed by the employees and brokers. The Employer may alter same from time to time, provided that the Union will be given prior reasonable notice to such alterations and will be subject to discussion with the Joint Labour/Management Committee prior to implementation.
 - (d) 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; 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 establish, change or abolish job classifications; to shut down permanently or by day or week or for any other periods; to determine methods, processes and means of performing work, standards of efficiency and quality of work; job content and requirement; the use of improved or changed methods or equipment; the number of bargaining unit members needed by the Employer at any time and how many shall work in any job; starting and quitting times; methods to be used to ensure security of the Employer's property; and generally the right to manage the enterprise and its business are solely and exclusively the right of the Employer.
 - (e) Have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
 - (f) In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, non-discriminatory and in a manner consistent with the Agreement as a whole. Failure by the Employer to exercise any of its management rights or other rights shall not be an abandonment of those rights.
 - (g) In so far as that none of the aforementioned management rights will be administered in a manner that is contrary to the terms and conditions set forth in the entire Collective Agreement.

ARTICLE 5 - NO STRIKES OR LOCK-OUTS

5.01 There shall be no lockout by the Employer, or strike, slow-down, sit-down, or suspension of work, either complete or partial, by the employees and brokers, or any portion of the membership, during the term of this Agreement, or until same is legal pursuant to the Canada Labour Code.

ARTICLE 6 - REPRESENTATION

6.01 The Steward shall investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement without loss of pay.

6.02 The Steward shall not leave his work to investigate or process any grievance or to negotiate with the Employer without the prior consent of the Steward's supervisor. Consent from the supervisor will not be unreasonably denied.

6.03 Representations

The Employer will not make any verbal or written agreement with a bargaining unit member without the express consent of the Union.

6.04 No individual bargaining unit member or group of bargaining unit members shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Business Representatives.

6.05 During the term of this Agreement, designated Union Representatives may be provided access to the Employer's premises for the purpose of observing compliance with the terms of this agreement, as well as to adjust any grievances or complaints arising under this Agreement, provided the Union Representative(s) has contacted the Branch Manager or his/her designate at least twenty-four (24) hours in advance of the proposed visit, wherever possible, and shall explain the nature and purpose of the visit and the persons to be visited. At all times while on the Employer's premises, Union Representatives shall comply with the Employer's safety and security policies, confidentiality policies and practices. The Employer has the option of accompanying any Union Representative while in the operating areas. Conferences or meetings between Union Representatives and bargaining unit members shall be conducted in non-working areas and on non-working time so that there shall be no interference with, or interruption of normal operating conditions. The parties may mutually agree to other conference or meeting arrangements when necessary and appropriate.

6.06 The Employer recognizes that the Union has the right to train and appoint Shop Stewards. In order to provide efficient Union representation, the Union agrees to provide the Employer with a list of Shop Stewards within the business.

- 6.07 The Employer agrees to recognize the duly appointed or elected Shop Stewards, provided that the Union has first advised the Employer in writing of the names of the employees and brokers so appointed or elected. The Union agrees to advise the Employer in writing of any changes made from time to time.
- 6.08 The Union acknowledges that the Stewards have their regular duties to perform on behalf of the Employer and that Stewards may not leave their regular duties without the permission of their immediate supervisor and shall provide an appropriate explanation of the nature of business to be conducted and expected time requirements. A Steward's discussion with employees and brokers will be conducted in such a way as to minimize disruption to normal operations and at no time shall an employee or broker be interrupted from his/her duties without the prior permission of his/her immediate supervisor.
- 6.09 The Company agrees to provide the Union the documentation it requires to represent its members, the bargaining unit of the Company.

ARTICLE 7 - DISCIPLINE

- 7.01 An employee or Broker may only be disciplined or dismissed after an interview to determine the facts has been held.

Any discipline or dismissal must be communicated in writing within fourteen (14) calendar days of the interview. A full explanation of any discipline given will be provided to the employee. The time limits herein may be extended by mutual agreement.

All information relied upon to assess discipline will be supplied to the union upon request.

- 7.02 In the event a grievance is filed, upon request from the Union, the Company will supply the information used to make the decision. There will be no prejudice to the Company's position in the event all information is not disclosed.
- 7.03 All verbal and/or written warnings will be removed from a bargaining unit member's file after a period of twenty-four (24) months has elapsed unless there is a repeat infraction within the twenty-four (24) month period, in which case warnings would remain for an additional twenty-four (24) months. Suspensions older than twenty-four (24) months will not be used in progressive discipline. In calculating the said twenty-four (24) month period, absences by the bargaining unit member from work for vacation, paid bereavement leave and Union leave will be included.
- 7.04 The Company will provide a minimum 24 hours' notice for any disciplinary meeting. It is understood that the employee or Broker may be held out of service pending the disciplinary meeting. In the event no discipline is rendered the Broker or Employee held out of service pending the disciplinary meeting shall suffer no loss of pay or revenue.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances. Disputes in respect to the meaning, interpretation of alleged violations of the terms of this Agreement, or when an employee claims that he has been unjustly dealt with in respect thereof and he is unable to obtain satisfactory explanation directly from his immediate supervisor, may be dealt with in the following manner:

STEP 1

The aggrieved employee or the Union Representative shall present the grievance in writing to the employee's Supervisor/Manager within 14 calendar days following the cause of the grievance. The grievance must include all of the details of the cause of the grievance. Such Supervisor/Manager will render a decision in writing, outlining the reasons for the decision, within 14 calendar days following receipt of the written grievance.

STEP 2

If the grievance is not settled at Step 1, the Union Vice-President may appeal the decision in writing, giving his reasons for the appeal, to the officer designated by the Company, within 42 calendar days following receipt of the decision rendered in Step 1. Such Company officer will render a decision in writing, giving his reasons for the decision within 42 calendar days following receipt of the appeal.

8.02 The Union or the Employer may initiate a policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within Forty two (42) calendar days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.

8.03 The time limitations prescribed in this article may be extended by mutual consent of the parties

8.04 All time limit restrictions in Article 7 and Article 8 will be automatically extended between the period of December 22 and January 5 inclusive each year.

8.05 A grievance with respect to a dismissal shall commence at Step 2 of the grievance procedure within forty two (42) calendar days of the notice of dismissal

ARTICLE 9 - ARBITRATION

9.01 Either of the parties may, within thirty (30) calendar days of having exhausted the steps outlined in the grievance procedure, notify the other party in writing of its desire to submit the grievance to arbitration.

- 9.02 The grievance shall be heard by a sole arbitrator, selected by the parties. In the event that the parties cannot agree on an arbitrator, one shall be appointed by the Federal Mediation and Conciliation Services of Labour Canada.
- 9.03 No person may be appointed as an arbitrator who has been involved or directly interested in the controversy under consideration.
- 9.04 The decision of the arbitrator shall be final and binding upon all parties concerned.
- 9.05 Grievances submitted to an arbitrator shall be in writing and shall clearly specify the nature of the issues. In reaching his decision, the arbitrator shall be governed by the provisions of this Agreement.
- 9.06 In no event shall the sole arbitrator alter, modify or amend any part of this Agreement, nor shall he have the authority to make any decisions inconsistent with the provision hereof. The sole arbitrator shall have the authority, within the above limitations, to dispose of grievances in such manner as he may deem just in the circumstances.
- 9.07 The expense and fee of the arbitrator shall be borne equally by the parties to the arbitration proceedings.
- 9.08 With the intention of having a simplified and accelerated system of arbitration, an expedited arbitration process may be agreed to by the parties for the resolution of the grievance. Both parties will meet within thirty (30) calendar days to establish the guidelines for the expedited process.
- 9.09 The party requesting arbitration shall submit with its request the names of three arbitrators. If the other party does not agree to at least one of the nominees so proposed, it shall in its turn submit within twenty-one (21) calendar days to the other party a further list of three arbitrators. If the parties still cannot agree upon the arbitrator to be appointed, the Minister of Labour shall be requested to select an arbitrator, and that selection shall be final.
- 9.10 The arbitrator shall have no power to add to, or subtract from or modify any of the terms of the agreement.
- 9.11 At the hearing before the arbitrator, argument may be given orally or in writing, and each party may call such witnesses as it deems necessary.
- 9.12 The arbitrator shall issue a written decision which is final and binding to the parties concerned within thirty (30) calendar days following the conclusion of the hearing, or as otherwise mutually agreed.

9.13 The Company and the Union shall respectively bear any expenses each has incurred in the presentation of the case to the arbitrator, but any general or common expenses, including the remuneration of the arbitrator, shall be divided equally.

ARTICLE 10 - NO DISCRIMINATION

10.01 There shall be no discrimination, intimidation or coercion by the Employer or the Union, or its members, against any employee or broker because of race, creed, colour, sex, or national origin, or because of any physical disability or because of any activity or non-activity in the Union.

10.02 Human Rights

The Employer and the Union agree that there will be no discrimination in the hiring, training, upgrading, promotion, transfer, layoff, discharge, discipline or otherwise of employees and brokers because of race, sex, sexual orientation, creed, religion, colour, age or national origin or any other prohibited grounds or provisions recognized by the Canadian Human Rights Code and the Canadian Industrial Relations Act.

10.03 All terms using the male gender in this contract refer to both male and female employees and brokers.

ARTICLE 11 - ANTI-HARASSMENT

11.01 The Employer and the Union recognize the right of employees and brokers to work in an environment free from harassment, including sexual and racial harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the harassment of another employee or broker. As such, all bargaining unit members, management and Union Representatives are expected to treat all persons with courtesy and consideration and must not engage in discrimination or harassment under a prohibited ground contrary to the Canadian Human Rights Act.

11.02 The Company and the Union agree that there shall be no discrimination, interference, restriction or coercion permitted in the workplace with respect to race, nation or ethnic origin, colour, religion, age, sex, marital status, family status, sexual orientation, disability or conviction for which a pardon has been granted.

Harassment is any conduct based on any of the grounds listed above that offends or humiliates and is a type of discrimination. Harassment will be considered to have taken place if it reasonably ought to have been known that the behaviour was unwelcome or inappropriate in the work place.

Harassment may take many forms, including: threats, intimidation, verbal abuse, unwelcome remarks, innuendo, offensive and inappropriate material, hate literature, offensive jokes.

Sexual Harassment is any unsolicited and unwelcome conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation or might be perceived as placing a condition of a sexual nature on conditions of employment, including any opportunity for training or promotion.

Sexual Harassment may include but is not limited to: suggestive remarks, jokes, innuendo, or taunting in a sexual context; unwanted touching; leering; compromising invitations; displaying of pornographic or other offensive or derogatory pictures or material of a sexual nature; sexually degrading words used to describe a person or a group; derogatory or degrading words regarding gender or sexual orientation, or directed towards members of one's sex or one's sexual orientation; sexual assault.

The Company and the Union recognize that harassment and sexual harassment is unacceptable behaviour and will not be tolerated in the workplace. The Company has a Discrimination and Harassment Policy. Employees with questions may contact the Vice-President, Human Resources. Collect calls will be accepted.

ARTICLE 12 - SENIORITY

- 12.01 New employees and brokers shall serve a probationary period of four-hundred and eighty-(480) working hours before acquiring seniority rights, which shall then date back to their respective date of starting to work with the Employer. Hours worked on modified duties as a result of an illness or injury will not be included in this calculation.
- 12.02 Separate seniority lists for employees and Brokers will be maintained. Lists by terminal will be supplied to the Union office and posted on the Union bulletin board every six (6) months (January 31 and July 31 of each year).
- 12.03 The parties agree and shall continue to recognize that job opportunities and job security shall increase in proportion to length of service. Therefore, in all cases of vacancy, promotion, transfer, layoff and recall from layoff, senior employees and brokers shall receive preference provided they have sufficient skill and ability to perform the required work.
- 12.04 **Job Posting**
- (a) All permanent vacancies and newly created positions shall be posted for five (5) working days. Any employee or broker desiring the position must make written application to the Employer on a form supplied by the Company within the five (5) day posting period. The selection shall be made in accordance with the criteria set out in Article 12.03.
 - (b) An employee or broker shall advise his supervisor prior to the commencement of his leave, if he wishes to be advised of any positions that may be posted in his absence.

- (c) Temporary vacancies expected to last more than three (3) working days shall be posted and filled in accordance with Article 12.03. Vacancies caused by vacations shall not be posted. The person filling such vacancy shall receive his regular rate or the rate of the posted job, whichever is greater. Temporary vacancies beyond thirty (30) days may be extended by mutual agreement.
- (d) In the event the Company converts a Driver route to a Broker route, the incumbent on the position will have the option of accepting the converted route. The employee must confirm his intent within seven (7) calendar days. If the incumbent declines to convert, he may bump the most junior employee in his classification with similar number of hours of work within his region or choose layoff. (Refer to article A1 Layoffs) The converted route will be posted in accordance with Article 12.06

Regions are as follows

Atlantic Canada
Ontario
Manitoba
Saskatchewan
BC
Alberta

ARTICLE 13 - SAFETY AND HEALTH

13.01 The Employer recognizes its obligations to provide as safe and healthful a working environment for employees as it reasonably can and both parties to this Agreement agree to use their best efforts, jointly, to achieve that end. All premises will be clean and properly lighted in the best interest of the employees and brokers to the best of the Company's ability. The Employer agrees to provide the appropriate job training and safety and health education for all employees. The Employer and the Union will maintain an Occupational Health and Safety Committee as required by Part II, Canada Labour Code.

Offices shall be clean, well ventilated, properly lighted, heated and furnished in the best interest of the employees and to the best of the Company's ability. All other premises will be clean and properly lighted in the best interest of the employees and to the best of the Company's ability.

The Company shall continue its current practice of providing uniforms to employees. Uniforms that are supplied shall be kept in clean condition and repair. Commercial vehicles will have equipment necessary to comply with regulation prescribed by law.

Under no circumstance will employees or Brokers be required to engage in activity involving dangerous conditions at work or danger to a person or property in violation of an applicable statute or government regulation relating to safety of persons or

equipment. The Company shall not require any employee to operate any equipment that has not been addressed..

ARTICLE 14 – GENERAL

14.01 New Classifications

When a new classification is created, the Company shall determine the rate of pay for such classification. If the Union challenges the rate, the Union shall have the right to a meeting with the Company to endeavor to negotiate a mutually satisfactory rate. If an agreement cannot be reached, the matter may be referred to arbitration as provided in the Agreement. The decision of the arbitrator shall be based on the relationship established with the rates for other classifications in the bargaining unit having regard to the requirements of such classification and shall be effective the date of the Union challenge.

14.02 The Company agrees to provide the Union the documentation it requires to represent its members, the bargaining unit of the Company.

14.03 Contracting Out

The Company will consult with the Unit President or his delegate in the event that work is to be contracted out and will give full consideration to the Union's suggestions for alternative options to contracting out.

ARTICLE 15 - PRINTING OF THE AGREEMENT

15.01 The Union will undertake the responsibility for the printing of the Collective Agreement as may be required from time to time and the Company will absorb the cost of such printing.

ARTICLE 16 - TERM OF AGREEMENT

16.01 This Agreement shall commence on November 1, 2020 and end on October 31, 2025 and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days nor more than ninety (90) days prior to the expiry date of that party's intention to terminate this Agreement or to negotiate revisions thereto.

Hourly Specific Language

ARTICLE A1 – LAYOFFS AND RECALLS

A1.01 The Employer will lay off part-time, casual and probationary employees prior to any full-time employees being laid off. The Employer will give employees three (3) days' notice of layoff or pay in lieu of notice.

A1.02 Layoffs will be done in reverse order of seniority provided the employee in question is able to perform the full requirements of the job. To avoid layoff, a more senior employee can bump the junior employee provided he is able to perform the full requirements of the job.

A1.03 In the event of a temporary layoff, those being laid off are to have their medical, dental and life insurance benefits continued until the end of the month following the month in which the lay-off occurs.

A1.04 Recall

When recalling an employee after layoff, he shall be notified by registered mail or signature required Courier. An employee to whom a recall letter is sent in accordance with this Article must contact his supervisor within forty-eight (48) hours of receipt of the notice of return to work. The employee will be allowed five (5) working days to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) working day period as outlined. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

ARTICLE A2 – TEMPORARY TRANSFERS

A2.01 Employees transferred temporarily to a higher paying job are to be paid the rate in the classification at a level in the wage grid that provides an increase, or the rate applicable for their level of experience in the classification, whichever is greater, provided they remain on the job for one (1) full hour and provided they are capable of doing the job. Employees transferred to a lower paying job are to be paid the rate of the job to which he transferred or his own rate, whichever is greater, unless the transfer is for the convenience of the employee or to avoid a layoff, in which case he shall be paid the rate of the job to which he has been assigned.

A2.02 In the event a person with seniority in the bargaining unit is transferred to a position outside the bargaining unit, he will maintain seniority for a period of six (6) months, after which time he shall lose all accumulated union seniority. At six (6) months a determination will be made as to whether the transferred employee will remain as a permanent out-of-scope employee, or be returned to his previous position within the

bargaining unit. These time limits may be extended by mutual consent. Should an employee transfer to a position outside of the bargaining unit to cover an approved leave, the employee will maintain seniority for the duration of the leave.

A2.03 The Company shall deduct on the payroll from the wages due and payable for each such employee, an amount equivalent to the full monthly dues of the Union, subject to the conditions and exceptions set forth in the Collective Agreement.

ARTICLE A3 - LOSS OF SENIORITY

A3.01 Seniority, once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if he voluntarily quits;
- (b) if he retires;
- (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;
- (d) if he fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
- (e) if he has been on lay-off or a medical leave of absence for a period equal to his previous seniority to a maximum of twelve (12) months. The time limits may be extended by mutual consent.
- (f) if the leave of absence is used for a purpose other than which the leave is granted;
- (g) if he fails to report for work for three (3) working days without notifying the Employer;
- (h) if the Driver operates a Company vehicle without a current valid driver's license;
- (i) if the Driver loses his driver's license for any reason, he will be placed on layoff without recall to a Driver position and will be recalled to a vacant Sorter position after laid off Sorters but before posting the vacancy.

ARTICLE A4 - HOURS OF WORK

A4.01 The provisions of this Article are not to be interpreted as a guarantee of or limitations upon, the hours of work to be done per day or week or otherwise, nor is it a guarantee of working schedules but shall serve to assist the parties in computation of the regular pay and overtime pay.

A4.02 The normal work week shall be Monday through Sunday, not to exceed forty (40) hours for Sorters and forty-five (45) hours for Drivers.

- (a) The normal work day shall not exceed eight (8) hours for Sorters or nine (9) hours for Drivers.
- (b) Coffee breaks – there shall be two (2) paid coffee breaks of fifteen (15) minutes each during each eight (8) hour work period at suitably scheduled times. There shall be One (1) paid fifteen (15) minute coffee break during any shift over four (4) hours
- (c) Meal periods – the time allotted for the unpaid meal period can vary between thirty (30) and sixty (60) minutes for all full time employees according to the needs as determined by the Company. Drivers must take their meal at a place situated along the route.
- (d) A bargaining unit member working a split shift in which the scheduled split including the unpaid lunch is two and one-half (2½) hours or more shall receive a premium of ten dollars (\$10.00) per shift.

A4.03 (a) Overtime shall be paid at the rate of one and one-half (1½) for all hours worked in excess of forty (40) hours per week and/or in excess of eight (8) hours per day for Sorters and in excess of forty-five (45) hours per week and/or nine (9) hours per day for Drivers.

- (b) In a week in which a statutory holiday is celebrated on a regular work day, overtime will be paid for all hours worked in excess of thirty-two (32) hours for Sorters and thirty-six (36) hours for Drivers.

A4.04 The Employer shall endeavor to distribute overtime as equitably as is practicable amongst those employees who normally perform the work required.

A4.05 (a) All hours worked in excess of forty-eight (48) hours per week by Sorters will be paid at two (2) times the employee's regular rate of pay.

- (b) All hours worked in excess of fifty (50) hours per week by Drivers will be paid at two (2) times the employee's regular rate of pay.

A4.06 **Changing Classifications**

Should an employee successfully post into a higher classification, the employee will enter the higher classification at a level in the wage grid that provides an increase. The employee will then progress to the next level on the wage grid in the allotted time frame.

A4.06 **Overtime**

Additional calls will be offered to driver in the area available at the time required, who are qualified and equipped to perform the work.

For deliveries from the branch, the overtime will be offered to available employees on site by seniority who are qualified to perform the work, first on a voluntary basis and then by reverse order of seniority.

For Sorters, overtime will first be offered to employees who are scheduled for less than eight (8) hours per day and who are actually performing the work at the time of the overtime assignment. Thereafter, the overtime work will be offered to employees in order of seniority, first on a voluntary basis and then by reverse order of seniority.

Probationary employees will not be offered overtime unless non-probationary bargaining unit members who are qualified are first given the opportunity to work the full segment of overtime required by the Employer.

ARTICLE A5 - REPORTING AND EMERGENCY CALL-OUT PAY

A5.01 Reporting Pay

An employee who reports for work as requested and is sent home because no work is available, unless previously notified not to report, shall be paid the equivalent of three (3) hours at his scheduled hourly rate, providing that such lack of work is not caused by power failure or any event outside the control of the Employer, and provided further that such employee may be required to perform such alternative work as may be available. This will not apply if an employee leaves voluntarily.

A5.02 Emergency Call-Out Pay

An employee or broker called in to work after leaving the premises of the Employer shall be guaranteed a minimum of two (2) hours pay at the applicable overtime rate.

ARTICLE A6 - WORK WEAR

A6.01 Safety Boots

The Employer will reimburse employees for the purchase of approved safety boots in the amount of one hundred dollars (\$110.00) once every twelve (12) months upon receiving proof of purchase. This applies to employees who have completed their probation period and are regularly working in line haul, 5-ton truck operation, airport crew or any other employee required by law to wear safety footwear. The reimbursement amount will be increased by five dollars (\$5.00) November 1st in each year of the collective agreement.

A6.02 Company Drivers are required to dress in accordance with Company requirements.

ARTICLE A7 - LEAVE OF ABSENCE

- A7.01 Upon written request, the Employer may grant a leave of absence of up to three (3) months without pay to employees for legitimate personal reasons, including illness and accidents.
- A7.02 Application for leave of absence beyond three (3) months will be referred to the most senior Company Officer, for negotiation with the Vice-President of the Union. Leave of absence shall not be granted to an employee for the purpose of working elsewhere.
- A7.03 Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- A7.04 Employees elected or appointed to full time Union positions representing TC Local 1976 of the USW represented employees covered by this Collective Agreement shall retain and accumulate seniority during the period spent occupying such elected or appointed full time Union position.
- A7.05 Vacancies resulting from full time duly elected or appointed Union Officers being granted leaves of absence of more than one year duration shall be posted as permanent.
- A7.06 When reverting to their position he must revert to the seniority list and position from which the union leave was granted, unless such position has been abolished or is held by a senior employee. In such instance the employee may exercise his/her seniority to displace a junior employee on any other seniority list at the location.
- A7.07 Employees are entitled to and shall be granted Personal Leave of no more than five days per calendar year to heal from an injury or illness, take care of health obligations for any member of their 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 them or a family member, attend their citizenship ceremony under the *Citizenship Act*, or manage any other situation prescribed by regulation. Leaves will be administered in accordance with the applicable provisions of the Canada Labour Code. If employees have completed three consecutive months of continuous employment with the employer, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages. Leave must be a minimum of a full-shift in duration, and will be paid at the employee's regular wages and schedule. The Company may request that the employee provide documentation to support the reasons for the leave prior to granting the leave or remitting any payment.

ARTICLE A8 - BEREAVEMENT LEAVE

- A8.01 Paid bereavement leave will be granted to full-time or part-time employees having completed their probation period, who suffer a death in the immediate family.

- A8.02 Immediate family, for bereavement leave purposes, includes spouse (including a common law spouse), parents, parent's spouse (including common law partner), mother- and father-in-law and their spouses (including common law partner), children, daughter-in-law and son-in-law, brothers, sisters, grandparents, grandchildren and relatives who live with the employee permanently or with whom the employee lives.
- A8.03 The bereavement leave will be for a period of up to five (5) working days in the event of the death of an employee's spouse or child (including children of spouse or common law partner) and parents.
- A8.04 Up to three (3) working days, for the balance of the immediate family, as per Article A8.02 immediately following the date of death.
- A8.05 The Company may require that an employee provide satisfactory proof of death in order to establish his right, to paid bereavement leave.
- A8.06 Bereavement days are paid on the basis of the employee's regularly scheduled hours of work at his regular straight time hourly rate.

ARTICLE A9 - JURY DUTY and COURT APPEARANCES

- A9.01 An employee who is selected for service as a juror will be compensated for loss of pay from his regularly scheduled shift due to such jury service. Such compensation will be based on his regular scheduled hours at his regular straight time hourly rate less the fee received for his services as a juror. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the job to complete his remaining normally scheduled work day.
- A9.02 In order for an employee to qualify for payment under this Article, he must:
- (a) inform his immediate supervisor within twenty-four (24) hours of receipt of notification of his selection for service as a juror;
 - (b) if released from service as a juror and four (4) hours or more remain in the employee's regular scheduled hours, he must return to the job to complete his remaining normally scheduled work day;
 - (c) provide a written statement to the Employer indicating the date of service as a juror, the time so spent and the fee received for his services as a juror; and
 - (d) have completed his probationary period.
- A9.03 Employees who are subpoenaed to attend a Company-related court hearing or Coroner's inquest will receive their stated rate of salary. In such cases, all witness fees will be deducted from the employee's wages prior to payment.

Employees called upon to attend court or investigations, at the request of the proper officials of ICS Courier, will receive pay at their stated rate of salary, and if away from home will be allowed transportation and reasonable actual hotel and living expenses when supported by proper vouchers. In such cases all witness fees and mileage fees allowed to such employees will be paid over to the Company.

A9.04 It is understood that if attendance in court or at investigations, at the request of the proper officials of ICS Courier, results in reduction of time between shifts, employees shall be compensated.

ARTICLE A10 - STATUTORY HOLIDAYS

A10.01 The following shall be recognized as holidays to be paid for on the basis of the employee's regular scheduled hours at his regular straight time hourly rates.

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Canada Day	Christmas Day
Victoria Day	Boxing Day
Civic Holiday (Excludes NL.)	
Family Day (3 rd Monday in February) (AB, SK & MB only)	
Family Day (BC only) 2 nd Monday in February	
Remembrance Day (Excludes Ont. & QC)	

Float Days per calendar year

Atlantic Canada – 2 days
Ontario – 3 days
Manitoba and Saskatchewan – 1day
British Columbia – 1 day

The Company may substitute another day for a general holiday and the substituted day shall be deemed to be a general holiday, subject to the following conditions.

In the event the Government of Canada designates Heritage/Family Day as a general Holiday, the day so designated by the government will be substituted for the Float Day.

A10.02 If an employee works on any of the said holidays, he shall be paid for all hours worked on the holiday at one and one-half (1½) times his regular straight time hourly rate of pay in addition to his holiday pay as herein provided for.

A10.03 An employee will be paid for a holiday provided he:

- (a) has worked at least thirty (30) days preceding the holiday;
- (b) works on such holiday(s) if he is scheduled to work; and
- (c) is on the active payroll of the Employer and not on a leave of absence, sick leave, workers compensation or layoff; and
- (d) has been in the employ of the Company in excess of thirty (30) days.

A10.04 When any of the said holidays fall or are observed during an employee's vacation, he shall be entitled to an extra day's pay at his regular straight time hourly rate or to an extra day's vacation with pay, as the employee elects.

A10.05 When a holiday falls on an employee's rest, vacation or other paid day that he is not required to work, such holiday shall be moved to the normal working day immediately following the employee's rest day.

A10.06 Holiday pay will be calculated as one-twentieth (1/20) of regular wages earned excluding overtime during the four weeks that precedes the week that the holiday falls in.

ARTICLE A11 - VACATIONS

A11.01 A full time employee who at the beginning of the calendar year has:

- (a) completed one (1) year of continuous service but less than five (5) years of continuous service with the Employer shall receive two (2) weeks' vacation with pay at four percent (4%) of his gross earnings for the previous year;
- (b) completed five (5) years of continuous service but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks' vacation with pay at six percent (6%) of his gross earnings for the previous year;
- (c) completed ten (10) years but less than fifteen (15) years of continuous service with the Employer shall receive four (4) weeks' vacation with pay at eight percent (8%) of his gross earnings for the previous year;
- (d) completed fifteen (15) years but less than twenty-five (25) continuous service with the Employer shall receive five (5) weeks' vacation with pay at ten percent (10%) of his gross earnings for the previous year.
- (e) completed twenty-five (25) years or more of continuous service with the Employer shall receive six (6) weeks' vacation with pay at twelve percent (12%) of his gross earnings for the previous year.

A11.02 The vacation scheduling year shall be the calendar year, January 1 to December 31. Vacation entitlement earned during the current calendar year cannot be taken until the following calendar year.

- (a) On September 1 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. Employees failing to sign for their choice of vacation at the selection period will not be allowed to displace junior employees at a later date and will be assigned to the remaining available weeks by seniority.
- (b) On November 30, the Company shall post the final vacation schedule. After November 30, no vacation may be changed without the consent of the employee or employees concerned, and the Branch Manager, unless an emergency arises.
- (c) The Company shall have the exclusive right to schedule and assign vacations provided that the Company will attempt to schedule employees' vacation taking into account, the employees' seniority and preference so long as the operations of the Company are not adversely affected.
- (d) 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 19.01 a) through 19.01 d) inclusive. In the calendar year that the employee reaches their 5th, 10th or 15th anniversary, the additional vacation week earned cannot be taken until after the respective anniversary date.
- (e) Employees with less than one (1) year of completed service as of December 31 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 1st to the 15th 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 three (3) weeks, four (4) weeks or five (5) weeks of vacation. Employees with a hire date from the 16th to the end of the month will accrue time beginning on the 1st 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 to January 15	10.0	10 days
January 16 to February 15	9.1674	9 days
February 16 to March 15	8.334	8 days
March 16 to April 15	7.50	8 days
April 16 to May 15	6.6672	7 days
May 16 to June 15	5.8338	6 days
June 16 to July 15	5.00	5 days
July 16 to August 15	4.167	4 days
August 16 to September 15	3.3336	3 days
September 16 to October 15	2.50	3 days
October 16 to November 15	1.6668	2 days
November 16 to December 15	0.8334	1 day
December 16 to December 31	0	0 days

A11.03 Vacation time is not cumulative and must be taken during the year of eligibility. Carryover of vacation time is not permitted. Vacation entitlement not scheduled by September 1 in the vacation year in which it is to be taken shall be scheduled by the Company after giving the employee one (1) week's written notice.

ARTICLE A12 - BENEFITS

A12.01 - Benefits

The Employer shall provide an Employee Benefit Plan in accordance with the current Group Insurance Plan in effect for employees who have completed their probationary period.

A12.02 - RRSP

For employees who have completed one (1) year of service, the Employer will match employee contributions of up to two percent (2%) of gross earnings from the Employer. The employee may opt in or out of participation or authorize a greater deduction during the last pay period in November for the next calendar year. The enrolment periods shall be the 1st pay period of January, April, July and October of each year. All contributions shall be locked-in for the duration of employment.

ARTICLE A13 - CLASSIFICATIONS AND RATES OF PAY

A13.01 Employee General Wage Increase (GWI)

Year 1 – 2.00%, Year 2 – 2.00%, Year 3 – 2.25%, Year 4 - 2.25%, Year 5 – 2.50%

Atlantic Canada

		01-Nov-20	01-Nov-21	01-Nov-22	01-Nov-23	01-Nov-24
Sorter	<i>Start</i>	\$13.61	\$13.88	\$14.19	\$14.51	\$14.87
	<i>6 Month</i>	\$14.20	\$14.48	\$14.81	\$15.14	\$15.52
	<i>12 Month</i>	\$15.09	\$15.39	\$15.73	\$16.09	\$16.49
	<i>24 Month</i>	\$15.57	\$15.88	\$16.23	\$16.60	\$17.01

Driver Courier	<i>Start</i>	\$17.75	\$18.10	\$18.51	\$18.93	\$19.40
	<i>6 Month</i>	\$18.34	\$18.71	\$19.13	\$19.56	\$20.05
	<i>12 Month</i>	\$19.42	\$19.81	\$20.25	\$20.71	\$21.23
	<i>24 Month</i>	\$20.05	\$20.45	\$20.91	\$21.39	\$21.92

5 Ton Driver	<i>Start</i>	\$18.81	\$19.18	\$19.62	\$20.06	\$20.56
	<i>12 Month</i>	\$21.30	\$21.72	\$22.21	\$22.71	\$23.28

Ontario, Saskatchewan, British Columbia

		01-Nov-20	01-Nov-21	01-Nov-22	01-Nov-23	01-Nov-24
Sorter	<i>Start</i>	\$15.908	\$16.226	\$16.591	\$16.964	\$17.389
	<i>6 Month</i>	\$16.509	\$16.839	\$17.218	\$17.605	\$18.045
	<i>12 Month</i>	\$17.109	\$17.452	\$17.844	\$18.246	\$18.702
	<i>24 Month</i>	\$17.709	\$18.063	\$18.470	\$18.885	\$19.358

Driver	<i>Start</i>	\$20.411	\$20.819	\$21.288	\$21.767	\$22.311
	<i>6 Month</i>	\$21.011	\$21.431	\$21.913	\$22.406	\$22.967
	<i>12 Month</i>	\$21.732	\$22.167	\$22.666	\$23.175	\$23.755
	<i>24 Month</i>	\$22.511	\$22.962	\$23.478	\$24.007	\$24.607

Alberta

Calgary & Edmonton

		01-Nov-20	01-Nov-21	01-Nov-22	01-Nov-23	01-Nov-24
Sorter	<i>Start</i>	\$17.05	\$17.40	\$17.79	\$18.19	\$18.64
	<i>3 Month</i>	\$17.39	\$17.74	\$18.14	\$18.55	\$19.01
	<i>6 Month</i>	\$17.61	\$17.96	\$18.36	\$18.77	\$19.24
	<i>18 Month</i>	\$18.33	\$18.70	\$19.12	\$19.55	\$20.04

Driver Courier	<i>Start</i>	\$21.60	\$22.04	\$22.53	\$23.04	\$23.61
	<i>3 Month</i>	\$22.06	\$22.50	\$23.01	\$23.53	\$24.12
	<i>6 Month</i>	\$22.57	\$23.02	\$23.54	\$24.07	\$24.67
	<i>12 Month</i>	\$23.49	\$23.96	\$24.50	\$25.05	\$25.68

A13.02 Shift Premium

The shift premium shall be one dollar (\$1.00), per hour for all hours worked between 9:00 p.m. and 6:00 a.m.

A13.03 Lead Hand Premium

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

A13.04 Spare Driver Premium

The Spare Driver Premium shall be one dollar (\$1.00) per hour worked. Vacancies in this position will be posted

A13.05 Employees required to train other Drivers will be paid a training allowance of one dollar (\$1.00) per hour for all hours spent training.

A13.06 Errors in Pay Cheques

Overpayments of under thirty (\$30.00) dollars will be repaid in one (1) payment. Those over thirty (\$30.00) dollars will be repaid in two (2) installments.

Broker Specific Language

ARTICLE B1 – SENIORITY AND LOSS OF SENIORITY

B1.01 Brokers must meet the requirements of their Broker Contract in order to maintain seniority.

B1.02 Seniority, once established for Brokers shall be forfeited and the Brokers Contract shall be deemed to be terminated under the following conditions:

- (a) if he voluntarily quits;
- (b) if he retires;
- (c) if he is discharged for any cause and not reinstated through the Grievance Procedure;

ARTICLE B2 - Broker Reductions

B2.01 When an existing Brokers contract is cancelled through no fault of the Broker the Broker may bump the most junior Broker within first; the branch. If no such bump is available; then the most junior Broker in the region.

ARTICLE B3 – LEAVE FOR FULL TIME UNION WORK

B3.01 Brokers elected to full-time union positions shall retain all their seniority rights and continue to accumulate seniority on their seniority list and their names shall be continued on such list provided they assign a relief driver to cover their route.

ARTICLE B4 – Route Modification

- a. Modification, conversion and elimination of routes are at the exclusive jurisdiction of the Company. When a Broker route is converted to an employee route, the Broker on that route shall, after receiving thirty (30) days' notice, have the Broker's contract cancelled and shall have the opportunity to transfer to employee status on the converted route integrating into the wage scale by converting the duration of the Broker's contract as a Broker into years of service.
- b. When a Broker route is eliminated, the Broker on that route shall, after receiving thirty (30) days' notice, have the Broker's contract cancelled and shall for period of twelve (12) months have hiring priority as a Driver within the bargaining unit before an external candidate is hired or a Branch Transfer request is considered. Upon hiring, the Broker is integrated into the wage scale by converting the duration of the Broker's contract as a Broker into years of service.

ARTICLE B5 – Call Delays

When a broker is at a pick up or delivery whereby it is anticipated the call will take more than fifteen (15) minutes to complete the Broker may call their direct Supervisor or Manager for authorization to bill the "Additional Assignment" hourly rate prorated for the amount of time spent at the call. Such authorization shall not be unreasonably denied.

BROKER AGREEMENT

OWNER-OPERATOR AGREEMENT

BETWEEN

Information Communication Services, hereby acting by its duly authorized representative _____.

(designated and hereinafter referred to as the "Carrier");

AND

_____, a company duly incorporated under the laws of Ontario, having its head office at _____, in the city of _____, in the province of _____ hereby acting by its duly authorized representative _____;

(Designated and hereinafter referred to as the "Contractor")

WHEREAS the Carrier is engaged in the transportation of goods for compensation and from time to time, has occasion to require transportation services and equipment from others;

WHEREAS the Contractor offers transportation services and the necessary equipment to provide same;

WHEREAS the Carrier desires to use Contractor's services and equipment for its operations pursuant to its operating licenses;

NOW THEREFORE, for the consideration of one dollar and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed as follows:

1. SERVICES

- a) The Carrier agrees to offer Contractor certain pickup and delivery trips which the Contractor, in his sole discretion, accepts or refuses from Carrier.
- b) Contractor agrees to provide pickup and delivery transportation services to Carrier, and to transport the goods to be delivered from the point of origin to the point of destination utilizing such routes and methods as are considered appropriate by Contractor. Contractor shall determine the methods, means and manner of performing the deliveries, provided, however, that Contractor shall be subject to Carrier's client's requirements, whether specified in the respective bills of lading, manifest or other documentation or otherwise communicated by Carrier, and Contractor shall perform all services hereunder in a professional manner and in accordance with standard industry norms and practices.

- c) Contractor shall promptly and expeditiously transport and deliver the goods described in the respective bills of lading, manifest or other documentation, or as dispatched or electronically transmitted by the Carrier, and immediately notify dispatch of any delays or problems during transport.
- d) Contractor shall provide all services in a safe, efficient, courteous and lawful manner, and shall conduct itself so as not to jeopardize the relationship between the Carrier and its clients, shippers and consignees.

2. EQUIPMENT AND OPERATION

- a) The Contractor hereby agrees to supply, through lease or purchase and at its own costs, all the equipment necessary to carry out its obligations under this Agreement, including but not limited to the vehicles necessary to provide the services as described herein.
- b) Contractor agrees to supply and maintain at its' own cost communication equipment suitable for carrying out the terms of this Agreement. Where available, the Contractor may buy or lease from the Carrier suitable radio and pager or other communications equipment as may be designated by the Carrier or its customers. The terms and conditions of such sale or lease, as applicable, shall be attached hereto as Schedule A.
- c) Contractor covenants and agrees to perform all such services that are incidental to the services to be rendered hereunder, including the completion of all bills of lading, pickup and delivery receipts and inspection reports as may be required by the Carrier and in accordance with specific client's instructions, should this be the case, and applicable industry standards.
- d) The Contractor covenants and agrees that the vehicles used to render the services described hereunder shall be operated in compliance with the provisions of all applicable statutes, laws and regulations, whether local, municipal, provincial or federal, governing the use and operation of the vehicles. The Contractor also covenants and agrees that the operation of the vehicles shall be with the utmost regard for the safety of the public. The failure of the Contractor to maintain such standards, the assessment thereof being within the sole discretion of the Carrier, shall be considered a breach of this Agreement and sufficient cause of immediate termination thereof by the Carrier.
- e) Should the Contractor be assigned to and perform services for the Carrier on behalf of a dedicated client, Contractor agrees to respect and abide by all requirements, guidelines and procedures set out in the Standard Operating Procedures or otherwise imposed by such dedicated client.
- f) i) The Contractor may affix to the vehicles used in the service of the Carrier, and keep affixed thereon while providing services hereunder such symbols, insignia and other identification of the Carrier, provided that when the said equipment is

withdrawn from the service of the Carrier or upon the termination of this Agreement, Contractor shall immediately remove said symbols, insignia and other identification from its vehicles at its own expense. When the Carrier's trademarks, trade name, logos or decals are displayed or shown on a uniform or the Contractor's motor vehicle, the Contractor agrees not to place any other name, notice, advertising, decal or painting of any nature or kind whatsoever on the uniform or motor vehicle other than as expressly set out in the Standard Operating Procedures of a dedicated client or as may be authorized in writing by the Carrier, acting reasonably and not arbitrarily. The trademark "ICS Courier", distinctive colour and designs used in connection therewith is the property of the Carrier and its use accrues wholly to the benefit of the Carrier. Upon written request of the Carrier, the Contractor shall immediately surrender to the Carrier, any item bearing any of its trademarks and shall remove any such trademark from its vehicle.

- ii) All Company Drivers and Owner Operators are required to report for work in complete uniform. Any Driver/Owner Operator who does not comply with this policy will be sent home without pay and is expected to return to work in the full uniform in accordance with the Company policy.
 - iii) For identification and security purposes every driver courier and Owner Operator will be issued a photo ID badge that they are required to wear at all times during working hours.
 - iv) All ICS owned, leased, or rented vehicles and vehicles operated by Owner Operators MUST be secured at all times when the driver is not in the vehicle. All vehicles are to be locked when unattended, safeguarding the vehicles and our customer's freight from theft. Do not leave keys in the vehicle (ignition or on the dashboard – in or out of sight), ensure the dome light is turned off, windows are closed tightly and all doors are to be closed tight and locked. Any vehicle found to be unsecured whether on or off ICS property, is grounds for immediate dismissal.
- g) The Contractor agrees to always maintain a personal appearance and levels of hygiene required to project an appropriate professional image, including wearing appropriate clothing, in keeping with highest industry norms

3. MAINTENANCE OF VEHICLES

- a) The Contractor covenants and agrees to maintain the vehicles used for the services described herein in a cleanly state and in good mechanical and operating condition, the whole at Contractor's cost.

- b) The Contractor covenants and agrees that the vehicles shall be maintained by the Contractor in compliance with all applicable laws and regulations and that the equipment shall at all times meet or surpass applicable industry standards of mechanical fitness, maintenance and cleanliness, the whole at Contractor's cost.

4. OPERATING EXPENSES

- a) The Contractor covenants and agrees to bear all costs and expenses incurred in performing its obligations pursuant to the terms of this Agreement.
- b) The Contractor agrees to assume, pay and indemnify the Carrier in respect of all direct and indirect costs and expenses incidental to the ownership and operation of the vehicles used to render the services and to the provision of services hereunder, including, without limitation, wages, taxes, rates, assessments issued by the government with respect to the ownership, maintenance and use of the said vehicles hereunder, charges for vehicle registration, oil, fuel, tires, repairs and fines.
- c) Fines incurred during the performances of services hereunder will be the responsibility of the Carrier. Unless specified in a dedicated client Standard Operating Procedure or otherwise agreed in writing by the Contractor and Carrier, bridge tokens, tolls and ferry charges are the responsibility of the Carrier.
- d) Furthermore, Contractor is solely responsible for all of its out of pocket expenses incurred in the course of rendering services to Carrier under this Owner-Operator Agreement without entitlement to any additional compensations related thereto (such as fuel, maintenance, insurance premium, Contractor's employees or sub-contractors, etc.) and to the fullest extent permitted by law only Contractor is entitled to deduct such expenses for income tax purposes;
- e) The Contractor shall be solely responsible for the timely remittance of any and all income tax due and the timely filing of any and all income tax returns and forms under federal and provincial tax laws;
- f) Furthermore, Contractor shall be solely responsible for any and all liabilities and obligations in regards of the individuals and employees performing services on behalf of the Contractor's business, including but not limited to compensation, and, if any, pension, statutory holidays, vacation pay, termination notice and severance;
- g) Contractor shall be solely responsible, and shall indemnify the Carrier for the payment of all compensation to and expenses of the Contractor's employees, agents, representatives, and subcontractors that may be incurred with respect to any services rendered to Carrier under this Owner-Operator Agreement , and for the collection, withholding and payment of all social security, federal, provincial or any other employee payroll taxes Employment Insurance, Canada Pension Plan, workers' compensation, applicable to such employees, agents or representatives as well as all premiums and/or deductibles payable under Contractor's insurance policies;

5. LIABILITIES AND INSURANCE

- a) Contractor shall, at its own expense and without cost to Carrier, obtain and maintain in force throughout the duration of the Contract, the following insurance with respect to the vehicles in relation to the performance of services hereunder and under the Contract:
- i) Motor Vehicle third party liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence on any vehicle utilized by the Contractor in providing services to Carrier under the terms hereunder of the terms of the Contract, together with any further statutory motor vehicle liability or other insurance which may be required under applicable laws and regulations;
 - ii) Comprehensive General Liability, insurance in an amount not less than two million dollars (\$2,000,000) per occurrence against claims arising out of bodily injury or death or loss or damage to, or the destruction of property belonging to Carrier or its customers, including the loss of use thereof covering such perils as Carrier deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to Carrier. The Policy reference herein shall contain an endorsement specifically covering the contractual liability of the Contractor under the terms of the Contract;
 - iii) Fidelity Bond with a coverage compliant with the Fidelity Bond Schedule attached to the Contract, and with such terms and conditions are reasonably acceptable to Carrier;
 - iv) Insurance required under Worker's Compensation laws of the provinces in which the services under this agreement shall be performed, protecting and covering the Contractor and its employees in such amount as are required by such laws. Contractor may opt to subscribe to an equivalent private Worker's Compensation insurance policy covering Contractor and its employees, in an amount and with such terms and conditions as are reasonably acceptable to Carrier;
 - v) Motor Truck Cargo Insurance in an amount not less than two hundred and fifty thousand dollars (\$250,000) per occurrence, with a deductible not exceeding twenty five thousand dollars (\$25,000).
- b) The foregoing coverages must be placed with insurers rated "A-" or better by AM Best Company Inc. The Contractor must further provide Carrier with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificates of Insurance evidencing the coverages herein shall also contain the following provisions:
- i) Carrier will be added to policies described in (ii) and (iii) as additional insured with respect to liability that may result from the performance of the Contract;

- ii) The Contractor and the insurers waive all rights of subrogation against Carrier and its related persons;
 - iii) The policies shall contain severability of interest and cross liability clauses;
 - iv) The insurers will provide Carrier with thirty days prior written notice of any cancellation or material changes in the policies;
 - v) All the above policies shall be primary.
- c) Contractor acknowledges that should it fail to provide or maintain the insurance coverage as described in section 5(a) hereof, Carrier may, at its own discretion, stop requesting Contractor's services until Contractor proves it obtained and maintains the required insurance coverage. Should Contractor fail to show evidence of required coverage for a consecutive ten (10) days, Carrier may terminate this Agreement without further notice or recourse to Contractor.

6. INDEMNIFICATION

Contractor shall indemnify and hold harmless Carrier as well as its officers, directors, employees and agents from all losses, claims, costs, damages, assessments or liabilities, (including without limitation, any damage to person or property whether it be that of Carrier, its customers or accounts or that of a third party) and which Carrier may suffer or incur, whether at law or in equity, directly or indirectly, from (i) any act or omission made by the Contractor in providing services to Carrier hereunder and/or (ii) any failure by Contractor to abide by, respect and perform the obligations, covenants, undertakings, acknowledgements specified herein;

7. COMPENSATION

- a) It is expressly understood and agreed that the Carrier makes no guarantee as to revenues the Contractor will earn during the term of this Agreement, or any portion thereof, except as provided in the compensation schedule attached as Schedule B.
- b) The entire compensation owed to Contractor by Carrier is set out in Schedule B of this Agreement, and no other fees, compensation, premiums, payments or charges whatsoever are owed to Contractor. Contractor agrees that no charges or expenses will be paid or reimbursed by the Carrier other than what is expressly provided herein.
- c) Both parties acknowledge that no part of the Contractor's compensation for services rendered to Carrier shall be subject to withholding for income tax purposes, ;
- d) Contractor acknowledges that compensation to be paid by Carrier under the terms of the Contract for services provided to Carrier was negotiated on the basis of the premises herein, and is intended to be the total compensation payable by Carrier for Contractor's services. For more clarity, and in keeping with the Contractor's

acknowledgement of status hereunder, Contractor agrees that it shall not be entitled to any additional compensation, whether for, pension, employment insurance, statutory holidays, vacation pay, termination notice severance and/or otherwise and that it shall indemnify and keep Carrier harmless in case of assessment, proceedings, suits or demands made or instituted by government authorities or other third parties in relation thereto;

8. STATUS OF THE CONTRACTOR

- a) The Contractor represents that it is in business for itself and that it is an independent Consultant for the purposes of the *Income Tax Act*.
- b) The Contractor's relationship with Carrier is that of an independent contractor, and nothing in this Owner-Operator Agreement is intended as creating, or should be construed as creating any employment relationship;
- c) The Contractor represents and warrants that it operates an independent business performing services of the nature to be performed hereunder, and holds itself out to the public as such, including for the purposes of the *Income Tax Act*. As such, Contractor acknowledges that it is not an employee of Carrier for tax purposes, for Employment Insurance, for Canada Pension Plan, workers' compensation or other labour law or statute purposes, or for any other purpose;

9. TERM AND TERMINATION

- a) The agreement shall come into force on the date that it is executed e and remain in force for a period of _____. The Carrier or the Contractor may terminate the current agreement without cause by providing the other party with four-week written notice.
- b) Carrier may terminate this Agreement immediately, without notice and at any time if Contractor is in default according to the Agreement.
- c) Upon termination, Contractor shall immediately return to Carrier all equipment loaned and provided by Carrier, and remove from its vehicle all decals, trademarks and logos which are distinctive of the Carrier or its customers and immediately return, in good condition, any Carrier property, material or documentation.

10. DEFAULT

The Contractor shall be considered to be in default in the following situations:

- a) Any breach by the Contractor of the terms and conditions set forth in this contract.
- b) Any declaration or guarantee given by the Contractor that is false or substantially misleading.

- c) The Contractor does not respect all other obligations or commitments pursuant to the terms of this Owner Operator Agreement for a period of ten (10) days after the Carrier or its representative has informed the Contractor of the situation.
- d) An act of bankruptcy that involves the Contractor or any procedure, petition or notice, whether voluntary or not, that is instituted, deposed or issued, whatever the case might be, by virtue of any current or future law concerning bankruptcy, insolvency, remedial measures or arrangements with the Contractor's Creditors.
- e) The Contractor puts an end or threatens to put an end to his operations or sells or proposes to sell all or a major part of his assets outside of the normal course of his operations.
- f) Any execution placed under judicial sequestration, expropriation or similar proceedings instituted or to be instituted, whether by formal notice or otherwise, or garnishee order or other that has been obtained against all or part of the Contractor's assets.
- g) Any trustee, receiver, interim receiver, administrator, manager or like office who is named with regard to all or part of the Contractor's property, assets or company, whether under the terms of a signed, private act or an order of the court.
- h) The ownership or the control and direction of the Contractor's assets, operations or company or the majority of voting shares change via merger, sale of shares or otherwise, with the exception of the death of a shareholder or if the Contractor adopts a resolution with regard to any issue mentioned in paragraph d), or with regard to any proceedings, whether voluntary or not, instituted by virtue of all current or future laws concerning mergers, liquidation or dissolution.

11. REMEDIES

In the event of a default and without prejudice with regard to the applicable laws, the Carrier may choose one of the following options:

- a) The Carrier may immediately terminate the contract without any other notice, without any remedy available to Contractor;
- b) The Carrier may exercise all rights or remedies and/or take all measures that are provided for by the law.

12. NON-COMPETE AGREEMENTS AND NON-DISCLOSURE

- a) For the purposes of this section, "Client" shall mean individuals, corporations or other entities that either :
 - (i) Are customers of the Carrier;

- (ii) Have been customers of the Carrier at any time during the period of one year immediately preceding the termination of this Owner-Operator Agreement; or
 - (iii) Are customers of the Carrier at the time of the termination of this Owner-Operator Agreement.
- b) For the purposes of this section, "Client Serviced by Contractor" shall refer to a Client for whom the Contractor provided services under the terms of this Agreement or a similar predecessor agreement with Carrier in the twelve (12) month period preceding a given moment in time.
- c) For the purposes of this section, "Carrier's Business" shall mean the courier and transport and logistics services business.
- d) For the purposes of this section, "Territory" shall mean the area encompassing "INSERT TERRITORY"
- e) In consideration of the Carrier entering into this Agreement with the Contractor and allowing the Contractor to service the Carrier's customers, the Contractor hereby covenants, agrees, acknowledges and confirms that during the term of this Owner-Operator Agreement and for a period of twelve (12) months after its termination, the Contractor will not provide services that compete with the Carrier's Business to or on behalf of a Client Serviced by Contractor;
- f) In consideration of the Carrier entering into this Agreement with the Contractor and allowing the Contractor to service the Carrier's customers, the Contractor hereby covenants, agrees, acknowledges and confirms that during the term of this Owner-Operator Agreement and for a period of twelve (12) months after its termination, the Contractor shall not directly solicit any Client in the Territory.
- g) The Contractor hereby covenants, agrees, acknowledges and confirms that, except for information which is already in the public domain or which it may be obligated to divulge under law or pursuant to a court order, all information and all documents that concern Carrier, Carrier's Business or its customers that will have been obtained by the Contractor in the course of rendering services hereunder are confidential and the exclusive property of the Carrier and the Contractor hereby covenant, agrees, acknowledges and confirms that such information will be kept in the strictest confidence and will not be divulged by Contractor or any of its employees, agents and anyone else for whom it is liable at law. More specifically, Contractor covenants, agrees, acknowledges and confirms not to use or disclose any such confidential information or use it for its own purposes or advantage and to return to Carrier any such confidential information in its possession or in the possession of its employees, agents and anyone else for whom it is liable at law upon termination of this Owner-Operator Agreement.
- h) The Contractor agrees that by virtue of the nature of the service provided by it to the Carrier's customers, a close relationship may develop with the said customers and

therefore, the Contractor further acknowledges that the restriction period of twelve (12) months as set forth in paragraphs e and f herein is reasonable and necessary in order to enable the Carrier to have such relationship re-established with another Contractor.

- i) The Contractor agrees that, irrespective of any right the Carrier may have to claim for damages hereunder or at law, the Carrier shall also have the right to apply for an injunction if the Contractor is in breach of paragraphs e or f herein, and further that the remedy of damages and the remedy of any injunction shall not be mutually exclusive.

13. MISCELLANEOUS

- a) It is mutually agreed between the parties hereto that this Agreement shall supersede and replace any other like or previous agreements between said parties.
- b) This Agreement may not be sold, assigned or transferred by Contractor without the express consent of the Carrier, who may withhold consent at its sole discretion.
- c) If any provision of this Agreement is declared, held or deemed invalid by any court order, said provision shall be severed from the Agreement and the order shall not invalidate the remainder of the Agreement.
- d) No waiver on behalf of any party hereto of any of the material provisions of this Agreement shall be effective unless expressed in writing and any waiver so expressed shall not limit or affect the rights of the party granting such waiver with respect to any other or future matter arising hereunder.
- e) Any notice to be given under this Agreement shall be in writing and personally delivered or mailed by registered letter at the last known address of the other party. Each party is responsible to the other to provide written notification of any change of address. In the event of mailing in the manner aforesaid, such notice shall be deemed to have been received six (6) business days after mailing. All notices sent to the Carrier shall be in writing, addressed and delivered to it at "INSERT TERMINAL ADDRESS" to the attention of Branch Manager. Notices to the Contractor shall be sent to the address stated above in title
- f) This Agreement shall be governed by the laws of the province of Ontario. All disputes and claims arising under, out of, or relating to this Agreement, including an allegation of breach thereof, and any disputes arising out of or relating to the relationship created by this Agreement or prior agreements between the parties, including any claims or disputes arising under any provincial or federal laws, statutes or regulations, and any disputes as to the rights and obligations of the parties, including the arbitrability of disputes between the parties, shall be fully resolved by arbitration. The parties specifically agree that no dispute may be joined with the dispute of another and agree that class actions under this arbitration provision are prohibited. In the event of a conflict between the arbitration rules and the provisions of this Agreement, the provisions of this Agreement shall prevail. The proceedings shall be conducted by a

single, neutral arbitrator to be selected by the parties. The place of the arbitration herein shall be Ottawa, Province of Ontario. Both parties agree to be fully and finally bound by the arbitration award, and judgment may be entered on the award in any court having jurisdiction thereof. The parties agree that the arbitration fees shall be split between the parties, unless Contractor shows that the arbitration fees will impose a substantial financial hardship on Contractor as determined by the Arbitrator, in which event Carrier will pay the arbitration fees.

- g) The failure by either party (the “non-enforcing party”) to exercise any right, power or option given to it hereunder, or to insist upon strict compliance with the terms hereof by the Contractor shall not constitute a waiver of the terms and conditions of the Agreement with respect to any other or subsequent breach thereof, nor a waiver by the non-enforcing party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. The right and remedies hereunder are cumulative to any other right or remedies which are granted by law.
- h) It is expressly understood and agreed by the parties that this Agreement constitutes the entire Agreement between the parties and that the following Schedules are attached to this contract:
 - 1. Schedule A - Sale or Lease
 - 2. Schedule B - Compensation
 - 3. Schedule C - Fidelity Bond Schedule

It is also expressly understood and agreed that the following Schedules annexed to this Agreement are to be incorporated in and form part of this Agreement in all respects.

- j) The Contractor undertakes to keep a copy of this agreement in the vehicles while it is in operation.

14. ACKNOWLEDGEMENT

The Carrier hereby advises the Contractor to consult with a lawyer before executing this Agreement and the Contractor acknowledges that it has: (i) been given the opportunity to consult with its attorney, (ii) has read this Agreement, (iii) fully understands the terms of this Agreement, and (iv) has executed this Agreement knowingly and voluntarily and without coercion, whether express or implied.

DATED THIS _____ DAY OF _____ 20 _____.

Information Communication Services:

CONTRACTOR

By:

Name:

Title:

For the sum of one dollar, the receipt and sufficiency of which are hereby acknowledged, the undersigned individual hereby absolutely, unconditionally and irrevocably guarantees the obligations of the Contractor at sections 6 and 12 of this Owner – Operator Agreement and agrees to be bound personally by the provisions of section 12 hereof as if it were party to this Owner – Operator Agreement.

The foregoing guarantee shall not be affected by any indulgence, whether of time for payment or performance or otherwise, on the part of the Carrier, and shall remain in full force and of full effect notwithstanding that the Carrier may do any act or omit to do any act with respect to the Contractor or any other person which otherwise would, as a result of the operation of law or otherwise, partially or wholly release the undersigned individual from his liability under this guarantee.

Signed at _____, on _____, 20_____

(Name)

(Witness)

SCHEDULE "A"

LEASE OR SALE OF EQUIPMENT

1.

Signed this _____ of _____ 20____ in "CITY", Ontario

CONTRACTOR

CARRIER

SCHEDULE “B” - CONTRACTOR FEE SCHEDULE

PLEASE REFER TO INDIVIDUAL BROKER CONTRACTS

Broker Earnings Increases

	Year 1	Year 2	Year 3	Year 4	Year 5
	01-Nov-20	01-Nov-21	01-Nov-22	01-Nov-23	01-Nov-24
Call Rate	2.00%	2.00%	2.25%	2.25%	2.50%
Kilometer Rate	2.00%	2.00%	2.25%	2.25%	2.50%
Daily Working Fee	2.00%	2.00%	2.25%	2.25%	2.50%
Hourly Rate	2.00%	2.00%	2.25%	2.25%	2.50%
Scannable Piece	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03

Letter of Understanding #1

October 15, 2012

Mr. Dave Neale
Vice President & Secretary Treasurer
T. C. Local 1976 USW

Dear Mr. Neale:

This has reference to discussions during ICS Courier contract negotiations with respect to the implementation of a group benefit plan for Owner Operators covered by the Collective Agreement.

It is agreed that the company will implement an optional benefit plan to cover Owner Operators. The plan, to be effective no later than April 1, 2013 will be paid by the Owner Operator and will consist of Life Insurance, Dental and Health Care coverage. The company will involve the Union in discussions regarding the implementation of the new plan.

This letter does not form part of the settlement or Collective Agreement between the parties.

Yours truly,

Ping Yan
Vice-President
Operations
ICS Courier

Letter of Understanding #2 Regarding Brokers & Company Cargo Insurance:

November 27, 2020

Mr. Glen Rankine
National Business Agent
USW Local 1976

Dear Mr. Rankine:

This has reference to discussions during ICS Courier contract negotiations with respect to Brokers covered by the Collective Agreement, and Company Cargo Insurance.

It is agreed that Incorporated Brokers will be made eligible to enroll in the Company Cargo Insurance Program. By enrolling, the Broker(s) will assume the full cost of the premium to be made by payroll deduction. It is understood that the premium is not static, and subject to annual review, and by enrolling in the Company's Cargo Insurance Program, the Broker(s) agree to pay the full cost of the premium. It is further agreed that any potential premium increase is not subject to dispute, or the grievance procedure

Yours truly,

Ping Yan
Senior Vice President
ICS Courier

Signed via DocuSign this 18th day of February 2021.

For the Union

DocuSigned by:
Glen Rankine
55ED7A6BB2534FD...
Glen Rankine

DocuSigned by:
Nathalie Lapointe
A206CB28502747C...
Nathalie Lapointe

DocuSigned by:
Susan Jonah
E3AF4A006E71474...
Susan Jonah

DocuSigned by:
David Hill
AEB41CBED039497...
David Hill

For the Company

DocuSigned by:
Ping Yan
FB46DC823D9E4C2...
Ping Yan

DocuSigned by:
Soraya Masrou
8E5E9FE9F109419...
Soraya Masrou

DocuSigned by:
Joel Andre
56ABE19716944FF...
Joel Andre