NATIONAL FRAMEWORK AGREEMENT COLLECTIVE

AGREEMENT BETWEEN

DHL EXPRESS (CANADA), LTD

(HEREINAFTER REFERRED TO AS “THE COMPANY”)

AND

UNIFOR UNION OF CANADA (UNIFOR CANADA) Locals 114, 755, 4005, 4050, 4457 and 700.39 (HEREINAFTER REFERRED TO AS “THE UNION”)

And specifically in the Regions of British Columbia, Alberta, Manitoba-Saskatchewan, Ontario, Nova Scotia and Quebec.

Effective January 1, 2025 to December 31, 2028

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PREAMBLE

This Collective Agreement is made up of two parts:

1) National Provisions which have application to all Unifor represented employees and owner operators in Canada; and

2) Regional Appendices, which establish terms and conditions specific to Unifor represented employees and owner operators in each defined Region.

WHEREAS 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 Hourly Employees and Owner Operators of the Company in the classifications as contained within this Agreement,

WHEREAS the parties agree that there will be no lockout by the Company, nor any strike, work stoppage or slowdown by the Hourly Employees and Owner Operators during the life of this Agreement.

WHEREAS the parties to this Agreement desire to cooperate in establishing and maintaining conditions which will promote harmonious relations and provide methods for a fair and amicable adjustment of disputes which may arise between them.

AND WHEREAS both parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

No articles or clauses from the Regional Appendices (including any appendixes, schedules, business agreements, letters of understanding, intents or agreements) may be in direct conflict with the National Provisions of this Collective Agreement. In such situations the National Provisions of this Collective Agreement shall prevail.

NATIONAL PROVISIONS

ARTICLE N1 – UNION RECOGNITION

1.01 **Bargaining Recognition**

a) The Company recognizes the Union as the sole collective bargaining agent of the Employees and Owner Operators covered by this Agreement. Properly qualified officers and committeepersons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the Employees and the Owner Operators who are members of the Union and are affected by this Agreement.

b) The Union and the Company agree to request jointly that the CIRB amend the regional bargaining unit descriptions stated below to reflect instead that all existing bargaining units form one single bargaining unit. Such requests will be made no later than ninety (90) days following ratification.

c) Until such time as the Board declares otherwise under 1.01(b) above, the Employer recognizes Unifor as the bargaining agent for the following Regional units:

(i) Within the Province of British Columbia, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in British Columbia

(ii) Within the Province of Alberta, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Alberta

(iii) Within the Provinces of Manitoba/Saskatchewan, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Manitoba or Saskatchewan

(iv) Within the Province of Ontario, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Ontario pursuant to the Memorandum of Agreement dated June 16, 2012.

(v) Within the Province of Nova Scotia, Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Nova Scotia

(vi) Within the Province of Quebec, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Quebec.

("Hourly Employees" herein after referred to as "Employees")

1.02 **No Discrimination**

The Company shall not discriminate against any of the Employees or Owner Operators for their union activity and/or for their activity in representing other Owner Operators or Employees.

1.03 **Successor Rights**

The provisions of Part 1, Chapter L-2, Sections 43 and 44 of the Canada Labour Code dealing with successor rights and obligations are recognized by the parties.

1.04 **Bulletin Board**

The Company agrees to provide a locking glass enclosed Bulletin Board of a suitable size at each of its terminals for the use by the Union for posting matters relating to Union meetings and other Union matters. The notice board shall not be located in any place where the general public has access. The size and location of the board will be determined by the Provincial Unit Chairperson and the facility manager. Requests to add additional boards in larger terminals shall not be unreasonably denied.

1.05 **Union Membership**

a) It is hereby agreed that all Owner Operators and Employees shall become members of the Union and shall as a condition of their employment or Business Agreement become and remain members of the Union.

b) The Company agrees to deduct from the pay of each Employee and Owner Operator, who is a member of the Union, or covered by this Collective Agreement, an amount of union dues or their equivalent, as specified by the National Secretary-Treasurer of the Union and forward the full amount so deducted to them, or such other person as may be officially designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person as that Official may designate. The monthly dues remittance and information lists shall be remitted no later than the fifteenth (15^{th}) of the month following the month in which the deductions were made and will be accompanied by a list of Employees and Owner Operators on the payroll for the pay period in which the deductions were made. A copy of said list only will be forwarded to the local union office as directed by the Union.

c) The Company shall show the amount of Union dues deducted on the employee's tax form(s) issued at the end of each calendar year and on Owner Operators' pay slips on a monthly basis as well as annual T4-As for Owner Operators at the end of each calendar year.

1.06 **New Employees**

a) The Company shall furnish to the Provincial Unit Chairperson a list of new Employees or casuals taken into employment by the Company within fourteen (14) calendar days of their being hired. For clarity, in Ontario, the parties consider "casuals" to be "Part-Time Unassigned".

b) The Company shall, at the time of hiring, inform the Employee as to their status regarding whether they are a full time or part time Employee or Casual.

c) It shall be the responsibility of the Company, when hiring a new Employee, to have them sign a Union membership card and forward it to the Local Union Office within fourteen (14) calendar days of their being hired.

d) Also at the time of hiring / contracting, the Employee or Owner Operator shall be handed a copy of the present Collective Agreement and full details of the Health and Welfare Benefit Plan including union representative contact information as provided by the Local union.

e) Should an Employee or Owner Operator discontinue service or leave the

employment of the Company before issuing the final cheque, the Local Union is to be notified.

1.07 **Owner / Operator Agreements**

a) The Company shall provide the local Union office with a copy of each Owner Operator Agreement, signed by the Company and the Owner Operator.

b) It shall be the responsibility of the Company, when contracting with a new Owner Operator, to have them sign a Union membership card and forward it to the Local Union Office within fourteen (14) calendar days of their being hired.

c) The Provincial Unit Chairperson and/or Designate will be present during all of the Owner Operator Business Agreement negotiations, sign as a witness to the negotiation and be given a copy of the signed Agreement.

d) The Provincial Unit Chairperson and the Regional Director, or their respective designates, will have the only signing authority for all Owner Operator Business Agreements. The Business Agreement shall be signed for the duration of the Collective Agreement.

e) It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators. Owner Operators' Business Agreements, Rules and Guidelines are shown in National Appendix "A", which forms part of the National Collective Agreement.

f) It shall be in direct violation of the Collective Agreement for an Owner Operator to allow his vehicle to be driven by another Driver for the purpose of evading the Collective Agreement.

1.08 **Bargaining Unit Work**

a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Company Owner Operators and/or Employees, members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.

b) No Officer of the Company shall perform bargaining unit work on a regular on-going basis but may assist in a temporary, unforeseen overload or emergency situation. 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.

1.09 **Leasing Equipment / Driver**

a) The Company agrees it will not use any leasing equipment/driver for the purpose of evading this Agreement.

b) It is understood that this section does not curtail the leasing out of equipment. Provided competent Employees are available in the local area, all suitable equipment can be leased or hired.

c) Leased Owner Operators will not be used for the purpose of depriving regular Employees of their regular hours of work on their regular shifts.

1.10 **Contracting Out**

The Company shall not contract out any bargaining unit work or use any lease operator, or lease vehicle other than established in this Collective Agreement.

1.11 **No Individual Agreements**

The Company agrees not to enter into any Agreement or Contract with an Owner Operator or Union Employee, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement. Any such Agreement will be null and void.

1.12 **Picket Lines**

The Company shall not require an Employee or an Owner Operator covered by this Agreement, or their Relief Driver, to cross a legal picket line or to accept any product or goods from any person or Employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or Employees of any person with whom a Union has a picket or placard line around or against.

1.13 **Union Label**

All Company and Owner Operator vehicles will display an appropriate union logo to indicate the cooperative relationship between the Company and Unifor. The logo shall be placed on a side window and shall be no more than 4 inches in diameter.

1.14 **Equipment Replacement**

a) The Company shall not require, as a condition of continued hourly employment, that an Employee purchase a truck, tractor and/or trailer, or other vehicular equipment, or that an Employee purchase or assume any proprietary interest or other obligation in the Company business other than where applicable within attached appendices (conversion to owner operator).

b) Replacement of equipment for any reason will be guided by the principle that a Company operated unit will be replaced by a Company operated unit and Owner Operator unit may be replaced by another Owner Operator unit, or at the Company's option, with a Company unit.

1.15 **Mutual Benefit**

In the event of an ongoing problem with any Article or Clause in this Agreement, it shall be to the mutual benefit of the Company and the Union to meet and resolve the said Article or Clause.

1.16 **Provision of Collective Agreements**

The Company shall pay for all costs associated to print and distribute a new collective agreement to the membership in a Unifor print shop. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the collective agreement as soon as they are printed or upon hire. The Local Union shall receive an additional allotment upon request.

1.17 **Union Stewards and Chairpersons**

a) Employees and Owner/Operators shall be represented by Stewards appointed and trained by the Union.

b) Stewards may at any time call upon the services of an accredited representative of the Union to assist them.

c) There shall also be an elected or appointed Provincial Unit Chairperson who will

act as the Chair of the Stewards in each province. The Provincial Unit Chairperson shall be a DHL Employee or Owner Operator. The Provincial Unit Chairpersons will, together with the National Unit Chairperson, constitute the National Liaison Committee.

d) There shall also be an elected or appointed National Unit Chairperson as determined by the union who will act as the Chair of the National Liaison Committee. The National Unit Chairperson shall be a DHL Employee or Owner Operator and may also hold a Provincial Unit Chair position.

e) The Union shall promptly notify the Company in writing of the names of the Employees and Owner Operators who are elected or appointed Unit Chairpersons and Stewards, and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of its designated representatives and any changes in personnel thereof.

f) The Provincial and National Unit Chairpersons (collectively “Unit Chairpersons”) shall attend at Union business for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairpersons shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office.

g) The Company agrees that the Union will be provided with the equivalent of four (4) FTE (i.e. equivalent to 40 hours per week at 52 weeks per year) paid releases for the duration of this Collective Agreement for the Unit Chairpersons. The Union will, once per calendar year, indicate in writing how it wishes to allocate these FTE of paid release time across the Unit Chairpersons. During such release time the Unit Chairperson shall be released from regular duties for the purposes above and will receive all existing benefits and pension as per classification of the amended agreement. The Unit Chairperson shall receive one hundred and twenty percent (120%) of the top hourly P&D driving wage rate for the time spent performing the above noted functions. The parties agree that this provision replaces all Paid Union Time provisions from the various Provincial Appendices save and except Ontario and Alberta. For clarity, Ontario shall be prorated in accordance with the Ontario Provincial Appendix and Alberta shall be paid in accordance with the existing Alberta LOU. The duties and rights of a Unit Chairperson, as identified in a Provincial Appendix, shall continue to be recognized to the extent that they do not conflict with the provisions set out herein.

h) If the Unit Chairperson is an Owner Operator they shall be allowed to either retain their run with a relief driver or elect to give up their run.

i) Employees and Owner Operators holding a Unit Chairperson position who are away from their workstation for a minimum period of six (6) months to fulfill these functions, will receive, if needed at the time of their return to work, sufficient on the job training in line with the training requirements of their classification and position in order to be re- familiarized and to perform their tasks adequately.

j) The Provincial Unit Chairperson, or designate, shall be present at all termination meetings.

k) The Company is prepared to provide $50 monthly cellphone allocation for any Unit Chair at 1.0 FTE as assigned per Article N1.17 (g).

1.18 **Union Activity**

a) The Union agrees that there will be no Union activities carried out during the working hours, except those necessary in connection with the administration of this Agreement. Representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's working schedule.

b) In a situation which requires a Steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from his immediate Supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum, and that permission will not be unreasonably withheld. The Steward shall return to these regular duties as expeditiously as possible. The Employer reserves the right to limit such time, if the time requested is unreasonable.

c) Any Owner Operator acting as a Steward on behalf of a Union member shall be paid at the hourly rate as set out for the regular Hourly rated Drivers on the basis of one-half (1/2) hour paid regardless of time spent and thereafter in fifteen (15) minute increments.

d) The Company will allow the use of its lunchroom for Union business at time convenient to both the Company and the Union provided it does not disrupt the normal business operation and such time will be scheduled and kept to a minimum.

e) Where a Steward makes a reasonable request for paid time off to attend to union business at another DHL location, such request shall not be unreasonably denied.

1.19 **Union Leave**

a) The Company shall grant a leave of absence without pay to any Employee who attends essential Union business. The Provincial Unit Chairperson or designate will give a minimum of five (5) business days notice of such request for up to:

(i) Four (4) individuals in British Columbia;

(ii) Three (3) individuals in Alberta;

(iii) Two (2) individuals in Manitoba/Saskatchewan

(iv) Six (6) individuals in Ontario;

(v) One (1) individual in Nova Scotia subject to the operations needs of the business. Such requests shall not be unreasonably denied;

(vi) Three (3) individuals in Quebec.

(vii) In addition to the above, a Provincial Unit Chair on leave may also attend.

Any Executive member, Stewards, WSIB / WCB representatives, and provincial joint health & safety representatives will be granted a leave of absence upon request.
Any Employee and/or Owner Operator elected or appointed to a full-time position within the National Union shall be granted an indefinite leave of absence without

pay provided that thirty (30) days notice is given the Company prior to the beginning of such leave. During such leave, the Employee and/or Owner Operator's seniority shall accumulate, and welfare benefits shall be suspended thirty (30) days after such leave commences and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the Employee and/or Owner Operator returns to work.

b) An Owner Operator who is on Long Term Union Leave will exercise their seniority to any vacant route within their original Branch within six (6) months from the expiration of their Union duties.

1.20 **Liaison Meetings**

a) Provincial Union-Management Liaison Meetings

At least once every three (3) months, the Provincial Unit Chairperson, a steward from each facility within the region, a Representative from the Union Local and a National Representative will meet with the Employer's representatives to discuss DHL union issues. Any DHL employee who attends shall suffer no loss of pay as a result of the meeting.

The parties will establish an Agenda by no later than twenty-four (24) hours prior to the start of the meeting and will seek to share supporting documentation for the purpose of properly reviewing outstanding matters including grievances and other labour- management items.

b) National Union-Management Liaison Meetings

At least once every year, the Provincial Unit Chairpersons and the National Unit Chairperson, accompanied by a National Representative of the Union, shall meet in person at a single location with the Employer's representatives to discuss DHL union issues. Any DHL employee who attends shall suffer no loss of pay as a result of the meeting.

The Company shall pay Employees and Owner Operators who attend these meetings all reasonable travel, hotel and meal expenses upon provision of receipt. The cost of additional meetings shall be discussed and agreed upon by the parties prior to scheduling those meetings.

The parties will establish an Agenda by no later than twenty-four (24) hours prior to the start of the meeting and will seek to share supporting documentation for the purpose of properly reviewing outstanding matters of National importance and other labour- management items.

1.21 **Company Policies**

The Company agree to advise the Union at least fourteen (14) calendar days in advance when policies are created or changed. A written copy of the new/changed policy will be given to employees prior to implementation. In the event of a change or implementation of a new policy, an Employee or Owner Operator will provide a written acknowledgement of same. A copy of DHL's policy manual will be stored at every right to know station.

1.22 **Contact information**

It shall be the responsibility of every Owner Operator and Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied in writing within three (3) working days of such change.

The Company shall provide to the local union office an updated list of all Employees and Owner Operators name, current address, phone number and email addresses, electronically on a quarterly basis.

ARTICLE N2 – MANAGEMENT RIGHTS

2.01 The Union recognizes, except to the extent Management Rights have been abridged or modified by specific terms and conditions in this Agreement, that it is the exclusive function of Management to:

a) Hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline Employees or Owner Operators for just/reasonable cause.

b) Maintain order, discipline and efficiency; and establish and enforce rules and regulations governing the conduct of Employees and Owner Operators, and which will not be inconsistent with the provisions of this Agreement.

c) The right to reduce overtime hours wherever and whenever possible.

d) The right to determine the products to be handled, the methods of handling and processing and related scheduling of personnel and operations.

e) The right to enter into a Business Agreement (National Appendix “A”) with, reroute or terminate the Business Agreement for just cause.

f) The right to assign work by the most economic means available to the Company.

2.02 The term "Management" shall refer to Management and Supervisors not covered under the certificate of the bargaining unit.

2.03 Only those defined as Management will have the authority to hire, classify, promote, demote, lay-off, suspend, discharge or otherwise discipline subject to the provisions of this Collective Agreement.

2.04 The above clauses shall not deprive Employees and Owner Operators of the right to exercise the grievance procedures as outlined in this Agreement.

2.05 During the term of this Agreement, there shall be no lock-out by the Company, nor any strike or work stoppage by the Employees or Owner Operators.

2.06 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE N3 – GRIEVANCE PROCEDURES

3.01 **Intent**

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this Article.

3.02 **Grievance Defined**

Any complaints, disagreement, or difference of opinion between the Company and the Union or the Employees or Owner Operators covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

3.03 **Grievance Initiation**

a) Any Employee, Owner Operator, the Union or the Company may present a grievance. Any grievance which is not presented within fourteen (14) calendar

days after the affected individual knew or ought reasonably to have known of the event giving rise to the grievance shall be forfeited and waived by the aggrieved parties. A grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.

b) A grievance concerning the dismissal of an Employee or the termination of an Owner Operator contract shall commence at Step 3 of the grievance procedure within fourteen (14) calendar days of the date of the dismissal.

c) A Company grievance, policy or group grievance shall commence at Step 3 of the grievance procedure within fourteen (14) calendar days after the affected individual knew or ought reasonably to have known of the event giving rise to the grievance.

3.04 **Grievance Procedure**

An Employee or Owner Operator having a complaint is encouraged to orally discuss the matter with a Supervisor.

Step 1: The Employee or Owner Operator and/or their Shop Steward shall submit their formal grievance in writing to their immediate Supervisor, who shall give their reply in writing within ten (10) calendar days and provide the reasons for same.

Step 2: Failing settlement at Step 1, and within ten (10) calendar days of receiving a Supervisor's response, a grievance may be filed by the Steward in writing with the Manager, who shall respond in writing within ten (10) calendar days and provide a reason for same.

Step 3: Within twenty-one (21) calendar days of the Supervisor's or Manager's response, a Provincial Unit Chairperson, Representative of the National or Local Union may file a written grievance with the Vice President of Human Resources or designate within the department who shall reply in writing within twenty-one (21) calendar days and provide a reason for same. The Company will keep the Union informed as to the person(s) designated by the Regional Area Director for their responses.

3.05 **Time Limits**

a) Where a decision with respect to such a grievance other than one for unpaid wages is not rendered by the appropriate Company Officer or Union Official 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.

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

3.06 **Required Meetings**

An Employee or Owner Operator who is required to attend any meeting on Company business shall be paid at their regular rate of pay for such meetings occurring during their regular shift or at applicable

rates of pay for all such time spent outside of their regular shift.

Owner Operator shall not be required to attend PD's.

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the Employee or Owner Operator concerned.

3.07 **Disclosure of Information**

It is agreed that disclosure of information necessary to assist in resolving grievances at the earliest possible opportunity is essential to good labour relations and resolving disputes as soon as possible without unnecessary expense and both parties agree to assist in that process.

3.08 **Payment of Grievance Settlements**

All monetary grievances that are mutually agreed upon shall be paid the following pay period on the Employee's regular pay deposit or, for Owner Operators, either by separate cheque or the Owner Operator's regular cheque. In all cases it will be accompanied by a written statement outlining the amount and the grievance settlement involved. The Company agrees further that a successful grievance concerning lost pay shall be paid out on the next pay period.

ARTICLE N4 – ARBITRATION

4.01 Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to a single Arbitrator authorized to deal with disputes under the Canada Labour Code. At any point in time, both parties may agree to refer the matter to a non-binding mediation.

4.02 Such notification of an intent to proceed to arbitration must be made in writing, within thirty (30) calendar days of receiving the response at Step 3. If the parties cannot agree on a single Arbitrator within fourteen (14) calendar days, they may request the Minister of Labour to appoint a single Arbitrator.

4.03 The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as he or she deems essential to a full understanding and determination of the issues involved.

4.04 In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

4.05 The findings and decision of the single Arbitrator on all arbitrable questions shall be binding and enforceable on all parties.

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

4.07 The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing. Should the parties agree prior to/during the hearing that this Clause is impractical, because of the nature of the Arbitration case, the above time provision shall not be operative.

ARTICLE N5 – HUMAN RIGHTS, ANTI-HARASSMENT AND VIOLENCE IN THE WORKPLACE

5.01 **Workplace Human Rights Policy**

Employees will not suffer any harassment or violence in the workplace nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality,

ancestry, place of origin, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, conviction for which a pardon (or equivalent) has been granted, or failure to act on a directive which is illegal or contrary to any provision of this Agreement. The Company will also comply with its responsibilities under the Canadian Human Rights Act (CHRA).

Violence in the workplace includes but is not limited to bullying, teasing as well as abusive and aggressive behaviour. The aggressor can be a co-worker, management staff, customer or member of the general public.

The Company and Union are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome, that denies individual dignity and respect on the basis or grounds such as gender, disability, race, colour, sexual orientation, conviction for which a pardon (or equivalent) has been granted or other prohibited grounds as stated in the Canadian Human Rights Code. All employee, owner operators, supervisors and managers are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment or bullying may take many forms, verbal, physical, or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;

- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;

- Posting or circulation of offensive photos, visual materials;

- Refusal to work or converse with an employee because of their racial background, gender, etc.

- Unwanted physical conduct such as touching, patting, pinching, etc.

- Backlash or retaliation for the lodging of a complaint or participation in an investigation;

Harassment is in no way to be construed as properly discharged Supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

a) Women’s Advocate

The parties recognize that female employees and owner operators may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counselors or women’s shelters to assist them in dealing with these and other issues.

The parties agree that the Union can appoint a female member of the bargaining unit in each province as a Women’s Advocate/Steward to deal with issues such as those outlined above or other female issues.

Should there be a requirement for a specific issue to be dealt with through the Joint Health and Safety Committee, the Committee would have the ability under its terms of reference to invite the Women’s Advocate as a guest to deal with the specific issue.

b) Domestic Violence:

The parties hereby recognize and share the concern that employees may face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. An employee who is in an abusive or violent personal or domestic situation will not be subject to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Company, the Union and the affected employees, and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

Employees who are victims of domestic violence may take a leave of absence in accordance with the provisions of the Canada Labour Code. This leave may be used for medical care, legal proceedings, safety planning, relocation, or other activities directly related to addressing their situation. Additional unpaid leave may be granted at the discretion of the employer, based on the employee's specific circumstances.

5.02 **Complaint Resolution Procedure**

If an Employee or Owner Operator believes that they have been harassed and/or discriminated against on the basis of prohibited grounds of discrimination the following process shall apply:

Step 1 – Self Resolution (Employee/OO)

Individuals are encouraged to attempt to resolve their concerns by direct communication with the person(s) engaging in the unwelcome behaviour. Inform the individual that is doing the harassing or the discriminating that the behaviour is unwanted and unwelcome.

Step 2 – Management Support and Involvement (Management/HR)

If Step 1 is unsuccessful, the individual shall report these matters to their Manager or HR Representative and Unit Chairperson.

Step 3 – Formal Complaint (Employee/OO)

If informal attempts to resolve an issue are not successful or such measure inappropriate due to the nature or gravity of the issue, a formal complaint should be filed. A complaint may be made orally or in writing to your Manager or the HR Representative. A copy of the complaint will be provided to the Unit Chairperson.

Within 7 days of receiving a complaint, the HR Representative will contact the complainant, the respondent, and begin the investigation process.

Step 4 – Investigation

The investigation shall be completed by a competent investigator within fifteen (15) calendar days unless the parties agree otherwise. Any agreement to extend this deadline shall not be unreasonably denied.

Step 5 – Reporting findings

At the conclusion of the investigation, the investigator shall communicate the findings to the complainant and the respondent, along with any recommendations to eliminate or minimize the risk of a similar occurrence. The company will forward all letters of findings to the local Unit Chairperson.

Individuals will be accompanied by a shop steward or Unit Chair during the whole process including

when investigations involve a non bargaining unit employee.

Any complaint not resolved through this process may be addressed by the Union pursuant to Article N3 – Grievance Procedure.

Every reasonable effort will be made to resolve an occurrence through a negotiated resolution.

ARTICLE N6 – DISCIPLINE AND DISCHARGE PROCEDURES

6.01 Discipline for Just and Reasonable Cause

Employees and Owner Operators 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 Provincial Unit Chairperson or designate. All investigations and subsequent discipline will be carried out as expeditiously as possible.

6.02 Union Representation

a) No employee or Owner Operator shall enter the offices of a Supervisor and/or Manager for disciplinary purposes or receive a letter of warning from same without the presence of a Steward of their choice when available. If an Employee or Owner Operator is brought in without this representation, any resulting discipline shall be null and void.

b) Where a Steward of their choice is not available on shift, the investigative or disciplinary meeting will be re-scheduled to a later date, but not more than seven (7) calendar days later. If there is a Steward on duty, the meeting will take place during the shift. Such requests shall not be unreasonably denied provided there shall be no additional costs to the Company as a result of the rescheduling and if the Company will not be prejudiced by the delay.

c) If there is no Steward appointed or elected in an area, the Provincial Unit Chairperson or designate will be directly contacted before any discipline meeting commences or is levied.

d) Serious infractions may result in immediate suspension pending investigation. The Provincial Unit Chairperson or designate will be notified at the earliest opportunity. If no discipline is levied, the Employee or Owner Operator shall be made whole for the time held out of service.

6.03 Personal File

Any Employee or Owner Operator shall be allowed to inspect their own personal file in the presence of the Company, during normal business hours. Any Officer of the Union, acting on behalf of the Employee or Owner Operator, may inspect an Employee or Owner Operator's disciplinary file, with the written authorization from the Employee or Owner Operator.

6.04 Removal of Discipline

Any reprimand notices or disciplinary measures will remain on the employee or owner operator's file for one year from the date of notice or reprimand unless there is a re- occurrence of the same or similar infraction. At the completion of the one year period, the reprimand or disciplinary notice will be removed from the file. Said files to be removed shall not be considered to be removed but shall be physically removed and destroyed. If a repeat infraction occurs within the one year period, the original and subsequent notices or reprimands will remain on the file for a further year from the date of the most recent notice or reprimand.

Reprimand notices and disciplinary measures resulting from violations of a criminal or civil nature, including driving record, will remain part of the employee or owner operator's file indefinitely.

Whenever an employee or owner operator signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly.

6.05 **Disclosure of Information**

Following an investigation and prior to issuing any discipline, the Company will disclose to the union the evidence it relied upon in reaching its decision. This does not include records of any internal discussions and the provision of access to this material does not limit what either party may rely upon or seek to rely upon subsequent to any disciplinary decision. It is understood that where such material may contain personal information about another individual this may be redacted, or access may need to be provided subject to confidentiality agreements.

6.06 **Imposition of Discipline**

Any discipline or letter of concerns which is not issued within fourteen (14) calendar days from the date of the knowledge of the events will be deemed null and void. In the event that the Company is required to investigate a matter prior to discipline being imposed, this time limit may be increased to twenty-one (21) calendar days if notice is given to the chairperson before the original fourteen (14) day time limit has elapsed. It is agreed by both parties, that for complex cases requiring extensive investigation, the parties will mutually agree to extend the time limits to ensure matters are appropriately investigated prior issuing a discipline or letter of concern.

Employee or Owner Operator may only be held out of service with or without pay, pending an investigation. In determining whether to hold the employee out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee out of service without pay is subject to the grievance procedure after either discipline is levied, or the file is closed.

The parties further agree that in the event of driving incidents / accidents of a serious nature, Hourly Employees or Owner Operators may be held out of service pending the health and safety review which may include a report of the Joint Health & Safety Committee.

6.07 **Surveillance**

The Company shall not use surveillance cameras to monitor breaks and productivity.

ARTICLE N7 – PENSION PLAN

7.01 **Pension Plan Enrolment**

The Company and employees shall contribute to the National Automobile, Aerospace, Transportation and General Workers Union of Canada's Pension Trust Fund (“Pension Plan”) or its successor on a mandatory basis in Alberta and on an elective basis in other agreements.

The effective date for eligibility to enroll in the Pension Plan in Alberta is the first day of the calendar month following one (1) year of hire for all Employees. For all other provinces, it is the first day of the calendar month following two (2) years of hire for all Employees.

Three (3) months prior to the scheduled retirement date, the Pension Plan Administrator will provide the opportunity for a full discussion on all matters relevant to retirement benefits.

The company accepts responsibility to enroll the employees at the agreed upon date and will cover all missed contributions from the employer and employee if missed.

Notwithstanding this provision, pension entitlements for the Province of Quebec shall be determined in accordance with its provincial appendix. Thus, except for Quebec, pension entitlements shall be

governed as follows:

7.02 **Pension Plan Contributions**

a) Company Contributions

For each employee enrolled in the Pension Plan, the Company shall contribute the equivalent of four and half (4.5%) percent of their earnings as defined in the Collective Agreement.

b) Employee Contributions

Every employee enrolled in the Pension Plan shall contribute four and half (4.5%) percent of their earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month during the pay period.

c) The Pension Plan contributions are payable to the Trustees of the Pension Trust Fund by the fifteenth (15th) of the month following the work month completed. The payment will include the employee's contributions.

d) The contributions are to be forwarded to the Pension Plan Trust Fund Administrator as designated by Unifor.

e) The Union shall ensure that the Pension Plan Administrator will provide full disclosure regarding the Pension Plan and Pension Trust to a representative of the Company on a regular basis and at least annually upon request.

7.03 **Pension Plan Information**

The Pension Plan Administrator agrees to provide those eligible Employees with current details and information covering all Employee benefits and programs, in which the Employees covered by this agreement are entitled to participate. This information, including enrolment forms to participate in the Pension Plan, shall be provided at the date of hire in the hiring package for new Employees. Both parties acknowledge that the Employee is solely responsible for the completion of this paperwork and their enrollment. The Company's only responsibility regarding the Pension Plan is to deduct and remit Employee and Company contributions.

The Company agrees to add all of the current documentation regarding the Pension Plan to the hiring package for new Employees. Both parties acknowledge that the follow up for completion of this paperwork and enrollment of the Employee remains the responsibility of the Employee.

7.04 **Owner Operator Pension**

The Company shall allow Owner Operators to participate in the Unifor pension plan on a voluntary basis through payroll. There shall be no Employer contributions.

ARTICLE N8 – PAID EDUCATION LEAVE

8.01 **Paid Education Leave Contributions**

The Company shall contribute to a special paid education leave fund for Employees and Owner Operators for the purpose of upgrading skills in all aspects of union functions. Such monies will be paid on a quarterly basis into a trust fund established by Unifor. Contributions are as follows:

1) twenty ($0.20) cents per service day per Hourly Employee and Owner Operator in Ontario;

2) twenty-five ($0.25) cents per service day per Hourly Employee and Owner Operator

in all other provinces.

This provision replaces any and all Paid Education Leave provisions in any Provincial Appendix.

Employer contributions will be sent to the following address:

UNIFOR Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON M2H 0A8

8.02 **Paid Education Leaves of Absence**

Subject to notice and operational requirements, the Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days' class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees and owner operators on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE N9 – HEALTH AND SAFETY

9.01 The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.

9.02 **Joint Health & Safety Committees**

a) There shall be a Joint Health & Safety Committee at each applicable facility with a Union co-chair and a Company co-chair. The size of the Committee shall consist of equal members of Management representatives and Union representatives. In smaller facilities, there shall be a Union appointed Safety representative.

b) The Committee shall meet to draft the terms of reference which shall be posted. The Joint Health & Safety Committee shall meet in accordance with C.L.C Part 2 and the minutes shall be posted and shall be promptly forwarded to Human Resources and the Provincial Unit Chairperson.

c) The duties of the Committee will be as per Part II of the Canada Labour Code.

d) The parties shall continue to maintain a Joint National Occupational Health and Safety Policy Committee in accordance with the provisions of the Canada Labour Code.

e) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.

f) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws, regulations, code of practice, and guidelines. The Company shall consider recommendations of the Committee.

g) All time spent in attendance at regularly scheduled joint Health and Safety meetings or in activities approved by the Company, shall be paid at the employee's regular hourly or overtime rate of pay whichever is applicable. The time spent is to be considered as time worked.

h) Copies of the joint health and safety meetings and all attachments will be posted at all terminals and copies will be sent to the company's health and safety officer, the union health and safety chairperson(s) and the local president. Copies of applicable workers' compensation injury forms will be given to the joint health and safety committees, details of which will be in compliance with privacy legislation.

i) All members of the joint health and safety committees will be trained within sixty (60) days of their election or appointment. Training will be conducted during working hours.

9.03 **Investigations**

a) All dangerous conditions, workplace injuries and motor vehicle incidents shall be investigated by a Union member of the Joint Health and Safety Committee or a designate in conjunction with the Company. If a Committee member determines that dangerous conditions exist, the Committee member will immediately advise the Company of same.

b) Employees and Owner Operators involved in an accident will be notified by the Joint Health and Safety Committee, through the Company, whether the accident was preventable or non-preventable.

c) Employees shall be paid for all time lost during the investigation period relating to an accident in which that Employee was not at fault.

d) Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.

e) All accidents will be reviewed by the Joint Health & Safety Committee who shall provide the Company with a detailed report in writing of their recommendations for preventative measures. Any hourly employee involved in a preventable accident will be required to attend a Defensive Driving Course and the Company will cover the cost of their wages if the Driver is not on suspension.

f) Where deemed necessary by the Joint Health & Safety Committee after conducting a hazardous risk analysis, safety equipment will be supplied and paid for by the Company, except as amended by the Collective Agreement

g) Any discipline administered prior to the Joint Health & Safety Committee rendering their decision shall also be removed if the accident/incident was found to be non-preventable.

h) Accidents for which the hourly employee is found at fault or for which their action or lack of action is a contributing factor, may result in disciplinary action.

9.04 **Refusal of Unsafe Work**

a) No Employee or Owner Operator shall be disciplined for acting in compliance with the Canada Labour Code and its regulations. An Employee or Owner Operator may exercise their right to refuse unsafe work in accordance with applicable legislation. There shall be no loss of pay during the period of refusal provided that the individual performs other duties within his job classification as directed by the Company if such work is available.

b) It will not be a violation of this Agreement when Employees refuse to operate unsafe equipment as prescribed by law. All unsafe equipment shall be locked out and red-tagged.

c) In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of management and a certified mechanic. Such certificate shall be in writing. Should said vehicle be certified by a mechanic as safe, then the employee who refused to take said vehicle out may be subject to discipline.

9.05 **Whistleblower Protection**

It is the responsibility of the Company and its Union members to notify the appropriate authorities if there is a reportable release of a hazardous substance to the air, land or water systems. Said notification is to be according to conditions of the applicable acts and regulations. No Union Member shall be disciplined for performing this duty.

9.06 **First Aid Rooms**

a) Where applicable, the Company will provide and maintain a first aid room in keeping with applicable legislation. No person shall be allowed to enter said room unless accompanied by the Industrial First Aid Attendant.

b) Through the joint safety committees at each location, the Committees will review the first aid requirements to determine the most appropriate standards in keeping with regulatory requirements

9.07 **Facilities and Lunch Rooms**

a) Wherever possible and reasonable, the Company agrees to maintain at its terminals, clean sanitary washrooms having hot and cold running water, toilet paper and hand towels with toilet facilities available to terminal and shop employees, Owner Operators and line drivers. Where changing rooms are provided they shall be kept clean and sanitary.

b) The Company shall provide clean and adequate lunch rooms properly ventilated for its employees and Owner Operators at its terminals where such lunch rooms would be used by employees and/or Owner Operators.

9.08 **Inadequately Packaged Articles**

Employees and Owner Operators will not be required to handle articles which can readily be considered as inadequately packaged without the direction of a Supervisor and shall not be required to handle an inadequately packaged article that will pose a safety hazard to an individual. The Employee and/or Owner Operator must immediately report such items to their Supervisor.

9.09 **Exposure to Hazardous Substances**

The Company agrees that all WHMIS and Dangerous Goods standards will be followed for the purpose of protecting employees and Owner Operators from any exposure to hazardous substances or human blood and substitute waybills will be prepared when necessary.

9.10 **Maintenance of Equipment**

a) It is to the mutual advantage of both the Company, its Employees and Owner Operators to operate vehicles which are in a safe operating condition.

b) The Company will not require Employees or Owner Operators to operate equipment on public streets or thoroughfares that is not in compliance with the

appropriate provisions of the law dealing with safety requirements on mobile equipment (i.e. brakes, steering, signal lights or other lighting equipment).

c) The Company shall not dismiss, suspend, lay off, demote, impose a financial or other penalty, or refuse to pay an Employee or Owner Operator in respect of any period that the Employee or Owner Operator would, but for the exercise of the Employee's or Owner Operator's rights

under Part 2 of the Canada Labour Code (C.L.C.), have worked, or take any disciplinary action against or threaten to take any such action against an Employee or Owner Operator because the Employee:

(i) has testified or is about to testify in any proceeding taken or an inquiry held under Part 2 of the C.L.C;

(ii) has provided information to a person engaged in the performance of duties under Part 2 of the C.L.C regarding the conditions of work affecting the health or safety of the Employee or Owner Operator, or of any other Employee or Owner Operator of the Company; or

(iii) has acted in accordance with Part 2 of the C.L.C or has sought the enforcement of any of the provisions of Part 2 of the C.L.C.

d) The Company may, after all the investigations and appeals have been exhausted by the Employee or Owner Operator who has exercised rights under sections 128 and 129, Part 2 of the C.L.C, take disciplinary action against the Employee or Owner Operator who the Company can demonstrate has wilfully abused those rights.

e) It shall be the duty of the Employee to report in writing on the appropriate forms of the Company promptly but not later than the end of their shift, trip or tour, all safety and/or mechanical defects that they have noticed on the equipment which they have operated during that shift, trip or tour. One copy of the aforesaid report is to remain in the equipment, one (1) copy with the Employee and one (1) copy to the manager on duty.

f) It shall be the obligation of the Company to direct the repair, as necessary, to conform with the safe and efficient operation of that equipment. In the event the repairs cannot be effected immediately, the equipment will be correctly red tagged and kept out of service until repaired.

g) In order to provide adequate vision front and rear, Linehaul trucks and tractors will be equipped with heater, heated defrosters and heated mirrors. Said mirrors to be of a size not less than six inches by twelve inches (6" x 12") or the equivalent.

h) All Linehaul power shall have chains and pin hooks plus a compartment for storing tools in a safe location on that equipment.

i) The Company will use due diligence in seeing that equipment is kept clean and the Employees and Owner Operator will likewise do their share towards achieving cleanliness of the equipment.

j) Window cleaning material (e.g. cleaner, paper towels, etc) shall be provided upon request to each Hourly Driver.

k) All Company provided communications; scanning or other equipment shall be maintained by the Company.

l) All Company vehicles acquired or ordered after date of ratification will be equipped with adequate heaters, air conditioning, windshield wipers, defoggers and am/fm radios. These will be kept in good operating condition at all times. The Driver's area will include a protective barrier between their self and the freight.

m) Company vehicles where required will be equipped with a hand cart.

n) The Company will not use gasoline-powered forklifts inside its terminals or into enclosed trailers except in an emergency.

9.11 **Proof of Driver's License**

Employees and Owner Operators performing driving duties, upon signed written request, will be required to provide to the Company proof of a current valid driver's license, not to exceed bi-annually. Cost will be borne by the Company.

9.12 **Protective Footwear**

a) Employees and Owner Operators shall wear protective footwear where such is determined to be necessary by Company after consultation with the Joint Health and Safety Committee.

b) Employees and Owner Operators required to purchase footwear under this Article will be reimbursed the purchase price up to a maximum of one hundred and fifty dollars ($150) per calendar year upon proof of purchase of safety footwear. Effective January 1 2027, this amount shall increase to one hundred seventy-five dollars ($175).

c) Protective footwear re-imbursement will be done through the payroll system or through a voucher system as a non-taxable benefit upon request.

d) The Company will replace safety shoes or boots irreparably damaged in the course of the employee's duties.

9.13 **Working Alone**

The Company and the union shall together develop an action plan, as spelled out in the CCOHS, to address the issues of employees expected to work alone. Depending on the work and equipment they are required to operate determines the risk factor and each case shall be assessed on a case by case individual

basis. The preceding shall be done jointly by the Company Health and Safety officer and the Chairperson of the Union Health and Safety Committee

9.14 **Known Illegal Substances**

No employee or Owner Operator will be expected to take part in the delivery or pick up of any known illegal substance or goods during the course of their duties. This must be done through corporate security and the proper police authorities.

9.15 **Training**

The Company shall ensure that all health and safety committees will have eight

(8) hours of paid training per year.

ARTICLE N10 – HEALTH AND WELFARE

10.01 The Company shall provide a comprehensive Health and Welfare Plan, as outlined in the applicable Regional Appendices.

10.02 The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

10.03 **Benefit Cheques Remitted Directly to Employees**.

The Company agrees that all benefit cheques that an eligible Employee is entitled to from the insurance carrier shall be sent directly to the eligible Employee from the insurance carrier and not through the Company.

10.04 **Same Sex Recognition**

The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

10.05 **Booklets**

The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances and benefit packages provided.

10.06 **Doctor Notes**

If requested by the Company or the insurance provider, the cost of obtaining a doctor's note or the completion of physician forms will be fully covered by the Company upon provision of a receipt.

Employees and Owner Operators will not be required to provide a medical note to justify any absence of less than five (5) consecutive days, except where the employee or Owner Operator has an identified attendance management issue which has been discussed with them and the union or in case of workplace injury or illness. Nothing here prevents the union from grieving the reasonableness of the Company's attendance management program/policy or if the employee should be on a attendance management program/Policy.

10.07 **Drug/Alcohol Testing**

There shall be no drug or alcohol testing of any Employees or Owner Operators under this Collective Agreement, unless required by law or a separate agreement between the Union and the Company.

10.08 **Benefit Booklets**

The Company will provide benefit booklets and forms in electronic format.

ARTICLE N11 – TRAINING

11.01 The Company may, from time to time, provide Employees and Owner Operators with a training program outside scheduled hours. On such occasion, attendance is compulsory (in other words, as if scheduled). The Company will provide four (4) weeks' notice. However, training on an Employee's normal day off, vacation or a long weekend will be avoided. CIS training is an exception and shall not occur more than

once per year on an Employee's normal day off (Saturday or Sunday). In the event training sessions or meetings are required on a day off. The Employee shall be paid no less than four (4) hours.

If any training hours or mandatory meetings cause the Employee's hours of work to exceed eight (8) hours in a day or forty (40) hours in a week, the Employee will be paid at one and a half (1 1/2) times the Employee's regular hourly rate of pay. Owner Operators shall be compensated at the greater of one and a half (1 ½) the prevailing driving rate or the applicable provincial appendix. However, training on an Employee's day off, vacation or long weekends shall be avoided with the exception of CIS training, which is limited as set out above. This training shall not occur more than twice per year. In the event training sessions or meetings are required on a day off, the Employee shall be paid no less than four (4) hours.

11.02 Owner Operators who receive training shall be paid in accordance with the applicable provincial appendix.

11.03 In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give first opportunity to Employees then on the payroll by seniority and in the classification to operate the equipment and/or train to operate the equipment provided the Employee qualifies with the requirements. Training required by the Company shall be paid for by the Company.

Recognizing that the more Employees trained for various jobs at each facility is beneficial to both the Company and the Employees, the Company agrees to provide training opportunities as the work allows on the basis of seniority for Employees who express interest in being trained for certain jobs.

The Union agrees to the principle that employees will be provided two (2) opportunities to pass an applicable test after sufficient training in the same area to be successful, however, before a prohibition applies, the Company shall reach a mutual agreement with the Union on how to handle the situation.

11.04 (a) As required by the Company, the Company shall pay tuition fees for an accredited defensive driving course and/or industrial first aid course taken and successfully completed by the Employee.

(b) Should the Employee leave the employ of the Company within ninety (90) days of completion of the course, the Company shall recover the tuition fees from the Employee.

ARTICLE N12 – LEAVES OF ABSENCE

12.01 **Bereavement Leave**

a) Full Time and Part Time hourly employees, irrespective of their background or faith, are entitled to five (5) days of paid bereavement leave. Should the need arise, bereavement leave may be extended by an additional two (2) days with pay at the employee's discretion.

In the event an immediate family member dies while an employee is on vacation, the Company agrees to allow the employee to suspend their vacation until after the leave. Bereavement for casuals and part time unassigned will be governed by the existing language in the provincial appendix.

Owner Operators shall be entitled to the same leave but shall not be compensated for same.

b) For the purposes of this provision:

a) Immediate family shall be defined as the employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common- law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

In recognition of the mutual intention to avoid double recovery, the bereavement leave entitlements set out in this Collective Agreement shall be counted as a bereavement leave day under both the Collective Agreement and the Canada Labour Code.

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 calculated 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.

12.02 **Jury or Witness Duty:**

a) When Regular Full-Time and Regular Part-Time Employees who work a minimum of 20 hours per week and are required to serve on a jury, judicial hearing, coroner's report or subpoenaed as witnesses, the Employee will be paid the difference between the jury or court fees, and the wages they would normally have earned at work during the period for which they are required to serve. This provision does not apply to anyone who volunteers for service.

b) Part-Time Unassigned and Casual Employees shall be entitled to Jury or Witness Duty Leave in accordance with Canada Labour Code.

c) Owner Operators summoned to serve on a jury, judicial hearing, coroner's report or subpoenaed as witnesses will be compensated for the difference between the reasonable cost of supplying a relief driver and any monies received for their service. If the Company supplies an Hourly Driver and Company vehicle, then the Owner Operator forfeits any revenue for that day(s).

12.03 **Maternity and Parental Leave**

Employees will be granted a leave of absence from employment for the purposes of Maternity and Parental Leave in accordance with the Canada Labour Code.

Owner Operators shall be entitled to an unpaid leave of absence for the purposes of Maternity and Parental leave, the duration of which shall be the same as an hourly employee's entitlement in accordance with the Canada Labour Code. Owner Operators are required to make every effort to provide route coverage. Should a

relief driver not be available to the owner operator the Company will provide route coverage and keep route revenue.

12.04 **Compassionate Care Leave**

Hourly Employees will be entitled to Compassionate Care Leave in accordance with the Canada Labour Code.

12.05 **Personal and Sick Leave**

Full-time, Part-time, Part-time Unassigned and Casual employees who have completed three (3) consecutive months of continuous employment with the Company shall be entitled up to a maximum of thirteen (13) paid Sick/Personal and two (2) unpaid Sick/Personal days per calendar year for purposes of sickness or personal leave to be used at their discretion.

During the first year of employment, Personal/Sick days allocation will be prorated based on the number of months the employee has worked in the calendar year. All employees must make the necessary effort to, when possible, plan Sick/Personal days in advance and advise their leaders. For unforeseen events or sickness, employees will notify their leader as soon as possible and prior to the start of their shift.

Personal/Sick days must be taken in no less than one (1) full day increment.

Full-time and Part-time employees Personal/Sick days shall be paid at the regular rate of wages for the normal hours of work.

a) “regular rate of wages” is defined as the hourly rate of pay in accordance with the employee’s classification per provincial appendix.

b) “normal hours of work” shall be calculated as the daily hours scheduled, exclusive of overtime hours.

Part-time Unassigned and Casual employees Personal/Sick days will be paid as follows: “normal hours of work” shall be calculated 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 in accordance with the provisions in Canada Labour Code.

At the end of each calendar year, any unused Personal/Sick days shall be paid out at straight time as set out below:

- BC: All unused days of the first 7 days of their Personal/Sick day allotment. Any employee who will have taken more than 7 days, will not be eligible to a payout.

- AB: All unused days of the first 6 days of their Personal/Sick day allotment. Any employee who will have taken more than 6 days, will not be eligible to a payout.

- MB/SK: All unused days of the first 6 days of their Personal/Sick day allotment. Any employee who will have taken more than 6 days, will not be eligible to a payout.

- ON Non-Clerical: All unused days of the first 3 days of their Personal/Sick day allotment. Any employee who will have taken more than 3 days, will not be eligible to a payout.

- ON Clerical: All unused days of the first 4 days of their Personal/Sick day allotment. Any employee who will have taken more than 4 days, will not be eligible to a payout.

- QC: All unused days of the first 3 days of their Personal/Sick day allotment. Any employee who will have taken more than 3 days, will not be eligible to a payout.

- NS: All unused days of the first 5 days of their Personal/Sick day allotment. Any employee who will have taken more than 5 days, will not be eligible to a payout.

12.06 **Other Leaves of Absence**

a) If an Employee 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 unreasonably denied provided such leave of absence does not interfere with business operations.

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

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

ARTICLE N13 – PROBATIONARY PERIODS

Employees

13.01 All new Employees shall be considered on probation during the ninety (90) days following the beginning of their employment. After the completion of this ninety (90) day period, the Employees shall be placed on the seniority list and their seniority shall be established retroactively from their last date of hire.

Owner Operators

13.02 The parties agree that when a new Owner Operator is hired from outside of the bargaining unit that the following rules apply to their probation period:

a) A probationary Owner Operator shall be required to serve a ninety (90) day probationary period from their first day of work after which they shall deemed to be a regular Owner Operator.

b) A probationary Owner Operator shall not be required or mandated to purchase or lease their own vehicle until such time as they complete or pass their probationary period. Upon passing probation, the Owner Operator will secure the required vehicle and relevant documents within thirty (30) calendar days from the date probation completed.

c) A probationary Owner Operator may rent or short term lease a vehicle to service their route during the probationary period as long as it meets the capacity specifications for their route and the insurance requirements, under the current CBA.

d) A probationary Owner Operator who chooses to provide a vehicle they currently

own or chooses to buy or lease or rent a new or used vehicle may do so but the company shall not be liable in any way should the Owner Operator be dismissed prior to completing their probationary period.

e) The company agrees to act in good faith when assessing probationary Owner Operators including providing coaching when issues arise with their performance as an Owner Operator.

ARTICLE N14 – COLLECTIVE AGREEMENT LANGUAGE

14.01 The parties agree to hold a quarterly meeting for each province during the life of this Agreement. At least one of these meetings each year shall be held in person at a single location. At these meetings the parties will review Articles of each of the Regional Appendices and seek to draft clear and commonly acceptable language on non-monetary issues as a basis for the next round of Collective Agreement negotiations. For each Article the parties will seek to generate a National and, if necessary, a series of Regional provisions showing “agreed upon” language and areas where there remain drafting disputes. The goal is to generate common and consistent language which is clear, accessible to employees and where there is no dispute as to the interpretation.

14.02 Unless the parties agree otherwise, the individuals attending these meetings shall include a National Unit Chairperson, the Provincial Unit Chairpersons, a Representative from the Local Union, National Representatives and at least one member of senior management. In the event that an Employee or Owner Operator is requested to attend a meeting of this nature, he or she shall suffer no loss of pay as a result. The Company shall pay all reasonable travel, hotel and meal expenses upon provision of receipt. The cost of additional in person meetings shall be discussed and agreed upon by the parties prior to scheduling those meetings.

ARTICLE N15 – UNIFORMS

15.01 The Company will pay for new uniforms when such new uniforms are necessary and will maintain and clean such uniforms. Employees and Owner Operators will be expected to keep same in good appearance at all times. All such uniforms will be returned to the Company at the time of or upon termination.

15.02 The Company shall provide each Employee and Owner Operator performing driving duties with the following standard uniform:

General issue:

Five (5) Golf Shirts (combination of shirt and long sleeves or as per Employee or Owner Operator choice)

Five (5) Trousers

One (1) Cap

Five (5)

Shorts Seasonal

item:

One (1) Winter parka with liner or bomber jacket One

(1) Rain jacket

One (1) Fleece

One (1) Toque

Five (5) winter trousers with liners

15.03 Uniforms shall also be provided for the Warehousepersons, Customer Counter Specialist and Clerks including such winter clothes as may be reasonably required for the performance of their duties. Any clerical Employee working in the warehouse will be supplied with suitable clothing. Any warehouse Employee who wishes to wear coveralls will be supplied with three (3) pairs.

15.04 The Company will provide winter coats to warehouse employees who require them to perform their duties. Full rain gear for airport ramp personnel will be provided by the Company. The Company will also provide ramp employees with a set of arctic-rated clothing when necessary, at no cost to the employee.

15.05 Summer issue must be ordered by April 1 in order to meet the summer season. Winter issue must be ordered by September 1 to meet the winter season.

15.06 Uniforms must be worn during working hours.

15.07 All of the above uniform items shall be at no cost to the Employee. Also, it is understood that exchange shall be on a worn-out basis.

15.08 **Gender Specific**

At the request of an employee, if available, the company will provide gender specific clothing.

Note: the following items are currently available:
- Women short sleeve performance polo
- Women cargo short
- Women cargo pant
- Women winter cargo pant

ARTICLE N16 – MEDICAL EXAMINATIONS / RETURN TO WORK

16.01 **Return to Work Process**

The parties recognize the importance of providing Employees and Owner Operators every reasonable opportunity to return to work at the earliest possible date from absence due to illness or injury. The parties also agree that early intervention is a necessary ingredient in a successful rehabilitation program. Should an Employee or Owner Operators request, or should the Company offer, a modified work program or a light duties program or a medical accommodation due to disability, or where an Employee or Owner Operators is returning to work from an absence due to injury or illness, the Company may require a medical report verifying the medical condition, suitability for work, prognosis and/or the limitations of the Employee or Owner Operator.

In applying this Article, it is the expectation of the parties that Employees and Owner Operators will:

a) seek medical attention immediately after sustaining an injury or illness which may prevent the Employee or Owner Operator from attending at work (the individual has the right to see their personal physician if available);

b) authorize the attending physician to immediately release to the Company whatever information relating to the injury or illness is necessary to allow the Company to make modified work or light duties available (such information to be released only to the Company Representative(s) responsible for disability management);

c) co-operate with the Company's return to work program, subject to WCB guidelines.

In applying this Article, the Company agrees that a medical report will only be sought from a physician unless approval is granted by either the Employee's or Owner Operator's attending Physician.

16.02 **Situations of Accommodation**

a) The Union shall be made aware of all current light duty, modified work or accommodation situations.

b) The Union shall be informed of all light duty modified work and accommodation arrangements.

c) All light duty, modified, or accommodation arrangements will have an individually agreed-upon mandatory review period.

d) No arrangements under this section shall be used to abrogate a worker's right to WCB, weekly indemnity, long-term disability, or any other benefit.

e) The company shall provide the Union with a list of all ongoing light duty and modified work positions.

16.03 **Medical Examination**

In the absence of a medical report from the Employee's or Owner Operator's doctor, or at the reasonable discretion of the Company's Human Resources Department, the Company may require an independent medical assessment be performed by a Physician to verify or provide the required medical assessment in Article 16.01.

Any reports or medical assessments required by the Company under Article 16.03 will be paid for by the Company.

16.04 **Medical Examination Conditions**

When a medical examination is required, in accordance with Article 16.03, the following conditions shall apply:

a) If an Employee or Owner Operator takes a medical examination during his normal working hours, he or she shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination and shall have all travel costs covered by the Company.

b) In addition to the above procedure on medical examinations, the Company agrees that where any Employee or Owner Operator who drives a motor vehicle in the course of employment coming under Sections 1 to 5 of the Motor Vehicle Classification Licenses, is required by any agency, insurance of other appropriate agency, to take a medical examination to verify their right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 to operate a vehicle equipped with air brakes, the Company hereunder shall, where same is not paid for by any part of the Welfare Plan under which the Employee or Owner Operator

is covered, pay for such medical examinations.

16.05 If following a medical examination in accordance with 16.03 any Employee or Owner Operator is deemed incapable of carrying out their regularly assigned duties, the following procedures shall be followed:

a) The Parties will make every effort possible to locate a suitable position for an Employee or Owner Operator deemed physically incapable of performing their regularly assigned duties. Should an Employee or Owner Operator be reclassified as a result, they will be paid in accordance with the applicable Regional Appendix. All exceptions to the seniority provisions of the Collective Agreement must be mutually agreed to by the parties. An Employee or Owner Operator placed on a job because of a disability will have their status reviewed at least annually jointly by both parties. For the purposes of Article 16.05(a), the parties shall be the Provincial Unit Chairperson, National Representative, or Designate and the Manager, Human Resources, District Manager or Designate.

b) In the event that no position can be identified to accommodate the Employee or Owner Operator, they will be placed on a medical leave of absence without pay.

c) When an Employee or Owner Operator is cleared medically for light duty and there is nothing suitable available, the Employee or Owner Operator will be entitled to remain on Weekly Indemnity, if applicable, as per the time limits of the benefits contract.

Additionally, when an Employee or Owner Operator tries light duty and it is deemed unsuitable, they may return to the Weekly Indemnity with no impact on the plan.

16.06 If the medical clearance pertains to an Employee or Owner Operator in a WCB claim, the prevailing Board policy and practice on vocational rehabilitation shall govern. If the rehabilitation program is unsuccessful or gives rise to any dispute the appeal procedure under the applicable workers' compensation legislation will prevail.
All personal medical information required or provided pursuant to this Article shall be treated by the Company in strictest confidence. Any insurance carrier or other third party shall be required by the Company to maintain the same standard of confidentiality.

ARTICLE N17 – JOB DESCRIPTIONS

17.01 Job descriptions shall be developed in accordance with Provincial Appendices.

ARTICLE N18 – ROUTES AND RE-ROUTES (EXCLUDING ONTARIO)

18.01

The Company may make amendment/modification to an Owner Operator route where there has been consistent service failures within a route, a consistent failure to meet time definite or day definite services, a consistent loss of customers, a consistent loss of revenue, or where the Company is of the view that a reroute is necessary for business reasons. Reroutes shall be completed by area and not on an individual customer basis unless that customer's service requirements are the issue behind the reroute. A Company reroute may also arise out of an Owner Operator route review request where the Company reroutes to address a decline in revenue.

Reroutes are distinct from hourly conversions and notice of a conversion may run in parallel with notice of either a Minor or Major reroute.

Where the reroute involves only one Owner Operator and a new Owner Operator route is created, the Owner Operator will have their choice of the two routes. In the event the Owner Operator chooses the route that produces the lower revenue of the two routes, the reroute payment will be based on the route with the higher revenue.

Further, new customers in an Owner Operator route area will be offered first to the Owner Operator within that area provided that the Owner Operator can meet any customer defined service requirement and fulfill the service standards required by the Company.

If the reroute results in a loss of revenue for an Owner Operator, the Owner Operator will be provided with the one time compensation based on the revenue lost as follows:

- Pre re-route income per day minus post re-route income per day multiplied by fifty (50).

- Pre re-route income will be calculated from the T-4A for the previous year's income divided by the number of workdays in the year. If the driver has been on the route for less than a full year, total income earned on route divided by the number of workdays on the route.

- Post-re-route will be calculated on the first fifty (50) days of revenue after re-route divided by fifty (50).

18.02 **Minor Route Change**

A Minor Route Change occurs when the Company modifies up to twenty-five percent (25%) of the total routes in a depot at any given time.

The Company will meet the impacted Owner Operator and the Union to discuss Route Changes at least twenty (20) calendar days prior to any changes or modifications taking effect. At this meeting, the Company shall provide the routing data used by the Company to determine any Route Changes. Overall service levels, on a specific route or routes, shall not take into consideration issues beyond the Owner Operator's control. The Owner Operator will have five (5) working days to respond in writing with their suggestions to address any service concern which the Company will take into consideration. It is understood that any changes arising from meeting may lead to agreed upon later implementation of the route changes.

If a Minor Route Change occurs, the Owner Operator(s) shall have the right to retain the route or exercise their seniority and bump in accordance with the collective agreement.

Where the bumping provision of a provincial appendix do not provide a right to bump any junior Owner Operator, that right will exist in the event of a minor reroute.

18.03 **Major Route Change**

A Major Route Change occurs when the Company modifies more than twenty-five percent (25%) of the total routes in a depot or province at any given time.

The Company will meet with the Union to discuss Route Changes at least thirty (30) calendar days prior to any changes or modifications taking effect. At this meeting, the Company shall provide the routing data used by the Company to determine any Route Changes. Overall service levels, on a specific route or routes, shall not take into consideration issues beyond the Owner Operator's control.

Within seven (7) calendar days following the issuance of notice, the Company shall meet the impacted Owner Operators to discuss the proposed changes to the routes.

The Owner Operator will have seven (7) calendar days to respond in writing with their suggestions to address any service concern which the Company will take into consideration. It is understood that any changes arising from meeting may lead to be agreed upon later implementation of the route changes.

If a Major Route Change occurs, the parties agree to use the paper bump method to minimize disruption and hasten the process. Each Owner Operators shall have the right to retain the route if it remains available or exercise their seniority and bump in accordance with the collective agreement.

Where the bumping provision of a provincial appendix do not provide a right to bump any junior Owner Operator, that right will exist in the event of a major reroute.

The following information will be provided to all impacted Owner Operator(s):

- Defined service area;
- Vehicle size;
- Average estimated stops;
- Average estimated pieces;
- Average estimated Km;
- Associated Depot

18.04 **Service failure**

A Re-Route does not include situations when an Owner Operator is disciplined for service-related issues, which results in the removal of individual stop(s) from the Owner Operator's route.

ARTICLE N19 – OWNER OPERATOR ROUTE REVIEWS (EXCLUDING ONTARIO)

19.01

Owner Operators may request a route review at any time and these requests will be handled on an expedited basis through the following procedures:

1) A Supervisor or Manager may arrange for a route ride-along or follow along within seven (7) working days of the request being received in writing. Where multiple route reviews are requested during the same time period or if the Supervisor or Manager are unavailable, it is understood the seven (7) working days timeline may be extended.

2) No less than six (6) weeks of route data from the date of request will be used, up to six (6) months of data. Where there is a significant volume increase or decline (e.g. peak) within the data set, the Company will consider the impact in making the assessment under below.

3) The following will occur if a route review, based on a fully serviced route, shows a decline in revenue in excess of 30% over the posted estimated revenue (if the route is less than one (1) year old) or the prior year's average revenue (if the route is older than one (1) year):

   (a) The Company may engage in a reroute to address the Owner Operator's decline in revenue and this individual reroute will not be minor reroute; or

(b) If no reroute occurs, the Owner Operator may exercise their seniority rights in accordance with the bumping provisions. Where the bumping provision of a provincial appendix do not provide a right to bump any junior Owner Operator, that right will exist in the event of a route review.

The Company will ensure that a team of senior Management personnel from the Operations Department is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out requests for route review.

ARTICLE N20 – ROUTE FLEXING

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pickup(s) in their area, Senior Management reserves the right to assign these stops to surrounding routes in order to maintain customer service. This is not to be used on an ongoing basis but rather is intended for one-off or short-term solutions.

It is further understood that the Company's position is that all hourly rated Driver positions shall be flexible, in accordance with the operational needs of the Company and the service levels to customers. It is also understood that seniority will be respected in the application of this clause.

ARTICLE N22 – BENEFITS

22.01 Benefits shall be determined in accordance with the applicable Provincial Appendix save and except:

a) Optometrist: Employees will be entitled to optometric testing up to one hundred ($100) per annum where not covered by a provincial health insurance plan.

b) Vision care: The Company shall reimburse Optical benefits 100% up to three hundred and fifty ($350) every twenty-four (24) months for all employees and eligible dependents.

c) Professional Mental Health Services: $1,000 per calendar year for all practitioners combined, which includes psychologist, psychotherapist, master of social work.

d) Short term disability benefits: Short term disability benefits commences on the first day of accident/surgery and the fourth day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings for the first fifteen (15) weeks, up to EI maximum plus one hundred ($100) dollars. For the purposes of this article, the average weekly earnings will be calculated based on the six (6) weeks prior to the disability.

e) Longer Term Disability Benefits

The Company will make available to eligible Employees a Longer-Term Disability program. Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on seventy percent (70%) of average weekly earnings up to EI maximum plus one hundred ($100) dollars per week. The total disability period shall be a maximum of two (2) years calculated from the commencement of the short-term disability claim.

It is acknowledged that these and past and continuing improvements to the benefits package for employees and owner/operators satisfies the E.I. requirement of rebating a portion of any EI premium reduction. Any benefit from their share of any EI Premium reduction or rebates which may be forthcoming

will be used to assist in defraying the employer's increased costs of maintaining the insured benefits plans package offered under the collective agreement.

f) Life Insurance and AD and D: Employees will be entitled to life insurance at one and one-quarter (1.25%) percent of earnings up to a maximum of $50,000.00. For clarity, any province with a flat $50,000.00 per Employee shall remain entitled to that amount.

ARTICLE N23 – NEGOTIATING COMMITTEE

23.01 The Union agrees that its negotiating committee shall consist of up to 20 individuals, which shall be selected by the Union. The Company agrees that no Employee or Owner Operator shall suffer a loss of pay for those days spent bargaining with the Company

23.02 The responsibility of translation during the bargaining process shall be that of the company. The company will determine the best method of ensuring effective translation during the bargaining process.

ARTICLE N24 – EXTRA WORK & LONG-TERM ASSIGNMENT

24.01 Each facility and department shall post bi-weekly two (2) extra work sign up sheets for the Union Members in their facility.

There shall be a short term extra work roster which is to be used for last minute and daily situations. All extra work shall be awarded on the basis of seniority only, understanding that the Union Member must possess the skills or licenses required for work being offered.

There shall be a long term extra work roster which is to be used for all extra work that can foreseeably run for five (5) days or more. The senior qualified applicant from the extra work roster will remain in the position for the duration of the absence unless that Employee chooses to bid on a permanent position or more preferred short or long term extra work.

In the event that a Union Member, for any reason other than capability, is not offered the work they would have been entitled to, the Company shall then pay the Union Member for the extra hours lost in the current or next pay period.

All extra work shall first be offered to part-time and part-time unassigned Union Members first to supplement their hours up to eight (8) hours in a day.

Employees that are on modified duties are also permitted to do extra hours provided that the work falls within their restrictions.

Once part-time and part-time un-assigned Union Member have been utilized as above, the work shall then be offered to all Employees on the basis of seniority.

The additional supplemental hours offered to Union Members on the short-term extra work roster cannot conflict with their regularly scheduled hours or shifts.

In the event that an individual that puts their name on the extra work roster and refuses offered work three (3) consecutive times, then the Company shall be under no obligation to call that individual in for extra work for the next sixty (60) days. In order for this to apply the individual shall be served a letter of notice with the presence of a Union Steward so as to determine a start date of the sixty (60) day denial period. The onus will be on the company to prove the calls were made.

Extra work that is not a continuation of a scheduled shift shall be paid at the prevailing rate of the work offered.

When regular bilingual Employees are absent from work for any reason the work will first be offered at the appropriate rate to qualified bilingual employees.

24.02 **LONG TERM ASSIGNMENT (LTA)**

A LONG-TERM ASSIGNMENT is defined as a vacancy expected to be in excess of two (2) weeks for reasons such as:

- WCB, WSIB, illness or disability
- Approved leaves of absence
- Maternity or Paternity Leave
- Vacation
- All extra work that can foreseeably run for more than two (2) weeks

All Long-Term Assignment (LTA) positions must be posted and awarded to members by seniority. Upon completion of an LTA, members must return to their original position. Should the original position no longer exist, the member may exercise their rights in accordance with their provincial appendix.

The duration of any Long-Term Assignment (LTA) shall not exceed twelve (12) months. Upon reaching this maximum duration, the LTA position must be reposted and awarded based on seniority in accordance with the collective bargaining agreement, unless extended by mutual agreement. In cases where an LTA covers maternity leave, the assignment duration may be extended up to eighteen (18) months to accommodate the specific leave period.

ARTICLE N25 – BUMPING

The Company respects the seniority principles outlined in each applicable Regional Appendix. The parties agree to cooperate fully in order to reduce the domino effect of bumping, to hasten the process and limit it to a maximum disruption of five (5) days overall after the required information has been fully provided. The parties also agree to a implement a single (paper) bump in any situation involving multiple displacements.

ARTICLE N26 – DURATION OF AGREEMENT

This collective agreement shall be in full force and effect from and including January 1, 2025, to and including December 31, 2028, 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 year thereafter by written notice to party, to require the other party to commence collective bargaining with a view to conclusion or renewal of a Collective Agreement or a new Collective Agreement.

ARTICLE N27 – 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.

The Company and the Union Designates at a Depot shall meet monthly to review all hours and to determine future postings or existing postings.

The Company must also 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 (PTU) hours.

ARTICLE N28 – VACATION ENTITLEMENT

Effective January 1st, 2018, vacation entitlements will be standardized and enhanced for permanent full time and part time employees as follows.

Vacation entitlements for all employees shall be determined in accordance with this article, save and except for the province of Quebec, which shall be governed in accordance with the provincial appendix until Jan 1, 2021 at which point this article shall apply.

Clerical

Years of Service	Entitlement Weeks	% of Earnings	Entitlement in hours
One (1)	Three (3)	6%	112.5
Five (5)	Four (4)	8%	150
Twelve (12)	Five (5)	10%	187.5
Twenty (20)	Six (6)	12%	225

Non-Clerical

Years of Service	Entitlement Weeks	%of Earnings	Entitlement in hours
One (1)	Two (2)	4%	80
Three (3)	Three (3)	6%	120
Five (5)	Four (4)	8%	160
Twelve (12)	Five (5)	10%	200
Twenty (20)	Six (6)	12%	240

Note: part time entitlement in hours is prorated based on earnings as outlined in each applicable provincial appendix.

ARTICLE N29 – EXCESSIVE HOURS

The Company shall design each Owner Operator route such that it may be completed within ten (10) hours, cradle to cradle, unless the Owner Operator agrees otherwise in writing. For clarity, this includes pre-route and post-route standard processes, loading or unloading but it does not include paid warehouse hours. In the event that that a route routinely exceeds 10 hours, the Owner Operator will address the issue with their supervisor, who shall consider resolving the situation through route-flexing. It is understood that an Owner Operator and the company shall work together to complete their route until the matter has been resolved.

ARTICLE N30 – LAYOFF AND SEVERANCE

30.01 **Circumstances Giving Rise to Severance Payments**

1. Hourly Employees: In the event an hourly employee is terminated as a result of (i) a facility closure; (ii) contracting out; (iii) facility consolidation; (iv) termination without cause; or (v) the abolishment of an hourly run due to a closure, contracting out, or facility consolidation, the Company shall provide severance to the affected individual as set out below.

   In the event of layoff, an Hourly Employee shall be required to exhaust all bumping opportunities before being eligible to receive severance, unless the applicable provincial appendix states otherwise.

2. Owner Operators: In the event that an Owner Operator's Business Agreement ends as a result of (i) a facility closure; (ii) contracting out; (iii) route abolishment; or (iv) facility consolidation, the Company shall provide severance to the affected Owner Operator as set out below.

30.02 **Severance Payments:**

1. Full time hourly employees: two weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time status employees. Severance will be paid at three (3) weeks per year of service (prorated) on every year in excess of twenty (20) years. Part-time and casual employees shall be based on average earnings for the previous twelve (12) month period. In addition, the Company will continue to provide Health and Dental benefits to the affected individual until the expiry of the applicable severance period or a period of six (6) months, whichever first occurs. Severance pay will be inclusive of legislated severance pay.

2. Owner operators: two weeks per year of service (prorated) at forty (40) hours per week based on the straight time hourly P&D driver rates per region. Severance will be paid at 3 weeks per year of service (prorated) on every year in excess of twenty (20) years.

ARTICLE N31 – WAGE INCREASES

Wage increases to be retroactively implemented as of Jan 1, 2025 to all rates, classifications including linehaul:

Jan 1, 2025, five (5%) percent

Jan 1, 2026, three and a half (3.5%) percent

Jan 1, 2027, three and one-quarter (3.25%) percent

Jan 1, 2028, four (4.00%) percent

RAIC/DA ALLOWANCE – Employees who are required to have a RAIC/DA as part of their job, will receive an annual allowance of two hundred and fifty dollars ($250) (prorated for partial years).

ARTICLE N32 – DEFINITION OF GATEWAY AIRSIDE WAREHOUSE

The positions of load planner, load verification specialist and ground security coordinators shall be considered gateway airside warehouse positions.

These positions shall be paid the drivers rate of pay in BC and Alberta.

ARTICLE N33 – NATIONAL PAYMENT METHODOLOGY (EXCLUDING ONTARIO OWNER OPERATORS)

33.01

Effective July 1, 2025 the following national payment methodology will be used for owner operators excluding any AZ/Linehaul and Biker Owner Operators which are covered under separate provincial letters of understanding/appendices.

33.02

For the period of retroactivity between the expiry of the 2024 collective agreement and July 1st 2025 (or the implementation of the new rates), all Owner Operators, excluding QC and linehaul, will receive a onetime lump sum payment of five (5%) percent of their invoiced amounts save and except fuel payments.

The negotiated adjustment effective July 1, 2025 (or the implementation of the new rates) is reflected in the stop, piece, kilometre, quality payment and daily minimum rates set out below. It is agreed that all stop rates, piece rates and kilometre rates and the daily minimum will increase in each year of the Collective Agreement as follows:

Jan 1, 2026, three and a half (3.5%) percent

Jan 1, 2027, three and one-quarter (3.25%) percent

Jan 1, 2028, four (4.00%) percent

The increases above shall be rounded up to the nearest penny and after the one time wage adjustments above.

33.03

Owner Operators shall invoice and be paid for the performance of services on the following formula:

Base Rate

(# Stops x stop rate of $3.50)

+ (# of Kilometres driven x Kilometre rate of $0.88)

+ (# of pieces x piece rate of $0.32)

This base rate will then be subject to any appropriate vehicle multiplier. The multiplier will correspond to whichever size vehicle is identified in the job posting for the route or as otherwise agreed by the Company, the Union and the Owner Operator in writing:

¾ ton	no multiplier
1 Ton	1.06
3 Ton	1.12

This vehicle adjusted base rate will then have added to it:

+ Quality Payment - sixty five dollars ($65.00) – paid in accordance with N34

33.04

In accordance with each Provincial appendix, the Employer will also provide any applicable fuel rebate / adjustment on the actual daily driving, not including travel to or from work, travelling for meal breaks, or other personal business.

The amounts paid under this program will be reflected on the Owner Operator's breakdown as a separate item. Any fuel rebate adjustments shall be paid over and above the daily minimum.

33.05 **Minimums including ON**

a) Owner Operators (excluding Alberta) shall receive a daily guarantee of three hundred and thirty five dollars ($335.00). The minimum guarantee is for a ¾ ton. It shall be paid at a higher amount based on the multiplier for a 1 ton and 3 ton vehicle. If the current minimum in effect for a 1 ton and 3 ton vehicle as of December 31, 2024 is higher, the Owner Operators will retain this higher minimum as a redcircled rate until the national daily minimum meets and exceeds it.

b) Alberta Owner Operators shall all receive the Calgary daily minimum in effect as of December 31, 2024 and will retain this higher minimum as a redcircled rate until the national daily minimum meets and exceeds it.

c) Fuel subsidies and warehouse time shall be over and above the daily guarantee

d) Where an Owner Operator route flexes without the approval of a supervisor (as defined under section N20) and does not deliver or attempt to deliver all shipments/packages which are allocated to their route and which were expected to be delivered on that day, the daily guarantee shall not apply, and the Owner Operator will be paid on the basis of the Base rate only. Where the non delivery occurs as a result of external events outside the control of the Owner Operator, they will remain eligible for the guarantee. The Owner Operator will bring the issue giving rise to the circumstance to their manager's attention as soon as possible.

33.06 **Specials**

Where there are special rates or circumstances, they will be addressed between the Union, the Company and the Owner Operator at a provincial level by way of a Letter of Understanding.

33.07 **Warehouse duties**

As required by the Company, Owner Operators shall be paid in accordance with the collective agreement for the performance of work that would otherwise be normally performed by the Warehouseperson classification. This shall not apply to any work that is associated with the Owner Operator's route responsibilities. Any revenue generated from warehouse work should not be included in route revenue calculations and should not be used to calculate an owner operator's average revenue. For clarity, earnings for warehouse duties do not form part of the daily minimum. If a province currently provides for the payment of a higher rate than the warehouse person classification, then that rate will apply and will be red circled.

33.08 **Tolls**

The Company shall pay for all required road or ferry tolls on the Owner Operator's assigned route.

33.09 **Statutory Holiday, Saturday and Sunday Work**

Work on a Saturday, Sunday or statutory holiday is optional.

Where, to meet customer demands, the Company assigns an Owner Operator to work their route on

a statutory holiday, Saturday, or Sunday, the Owner Operator will be compensated at 1.5 x the vehicle adjusted base rate, and will also receive 1.5X the applicable quality payment. In Ontario, the compensation will be based on 1.5 x core zone, stops and pieces and 1.5x the applicable quality payment.

It is understood that not all Owner Operators need to be offered statutory holiday, Saturday, and Sunday work as the availability will be based on expected route volumes. Provincial/regional practices will be maintained save where there is a revised local agreement.

Daily minimums will be paid if applicable.

33.10 **Mandatory Meetings including Ontario**

When an Owner Operator is required to attend a Company mandated meeting, the Owner Operator shall be compensated at the Top Driver rate to attend said mandatory meeting. This excludes PDs (which are considered as optional),

33.11 **Invoicing Guideline including Ontario**

The Owner Operator invoice serves as the official record of work performed that is submitted by the Owner Operator to the company for payment processing. It is mandatory for all invoices and accompanying documents to be completed legibly, honestly, and accurately and submitted daily. This ensures that all transactions are transparent and verifiable, maintaining the integrity of the payment process. Failure to comply with these standards may result in delays or disputes in payment.

The Invoicing Guide establishes the terms and definitions that will be used nationally by Owner Operators in the completion of invoices. The Guide:

1. shall be made available and accessible to all Owner Operators;

2. will be reviewed in consultation with the Union;

3. will not be amended or changed during the life of the Collective Agreement save with the consent of the Union.

ARTICLE N34 – QUALITY PAY CRITERIA

Owner Operator Quality Payment in all provinces shall be based on two criteria only, each of which accounts for half of the total eligible amount:

(1) Pick ups 100% - All assigned pickups completed on time daily; and

(2) Load Vehicle vs. Delivery - 96% or greater.

The total eligible amount for Quality Pay shall be defined in each provincial appendix.

Owner Operators will not be penalized for not meeting the above targets if the reason is beyond the Owner Operators control. In these situations the Owner Operator is to bring the issue giving rise to such circumstance to management’s attention for determination.

ARTICLE N35 – SCHEDULING OF HOURS

Upon mutual agreement, in writing, between the Company and the Union, a shift comprising of four (4) days and ten (10) consecutive hours per day, excluding lunch period shall be established.

ARTICLE N36 – ELECTRONIC INVOICES

36.01

During the term of this agreement, the Company plans to implement electronic invoicing for Owner Operators, which will be based on scanned events. The transition to this new invoicing system will be subject to detailed rules and procedures that will be discussed and reviewed by the Union and the Company prior to implementation. The Union will be provided with a full copy of the communications and/or training material prior to it being provided to the Owner Operators.

36.02

In order to support the management of Pickup and Delivery (PUD) activities of Owner Operators, the Company will be using the data from the Company's scanners and internal applications. Owner Operators will receive a reliable report containing said data which will be matched to Owner Operator invoices. Should any discrepancy occur, the Owner Operator must raise their concern within forty-eight (48) hours following the receipt the electronic report to their immediate Supervisor, in order to rectify manual discrepancies.

ARTICLE N37 – DEFINITIONS

37.01 **Singular number**

For the purposes of French translation, the singular number shall extend to several persons or to several things of the same kind, when the context supports such an extension.

37.02 **Masculine gender**

For the purposes of French translation, the masculine gender shall include both masculine and feminine unless the context specifically shows that it applies to either one of them.

ARTICLE N38 – MEETPOINTS

The company will not implement any new meet point on an Owner Operator route without the joint mutual agreement of the Union and the Company nor introduce a new meetpoint following a reroute.

The parties agree that when either party serves notice of its intention to discuss meetpoint they shall provide 60 days notice.

The parties shall meet and come to terms on the following, notice, consultation, data provision, meet point compensation including a discussion of any travel pay, parking, per diem, enhanced fuel compensation, warehouse duties etc. that they consider appropriate. This will also include discussing the option of severance as per article N30 and bumping provisions required under that Article.

ARTICLE N39 – WRAPS

Owner Operators are permitted to use a wrap in place of painting. The wrap must match the DHL approved paint tone. Wrap should be of type that is durable to climate conditions preventing any deterioration that would ordinary not be seen in painting process.

ARTICLE N40 - OWNER OPERATOR JOB POSTING (EXCLUDING ONTARIO)

When a vacancy occurs for any reason, the Company will post it within seven (7) calendar days province wide. The said vacancy will be posted for seven (7) calendar days, in order that Hourlies and Owner Operators may bid for the vacancy in writing.

The Company agrees to post the following information when a route becomes available:

- Defined service area;
- Vehicle size;
- Average estimated stops;
- Average estimated pieces;
- Average estimated Km;

The Company will fill the vacancy with the most senior qualified applicant in the province.

The Company will provide the successful applicant with confirmation of the posting being awarded within seven (7) calendar days.

The Company will make every reasonable effort to ensure that postings shall be occupied by the successful applicant within twenty-five (25) calendar days.

ARTICLE N41 - ARTIFICIAL INTELLIGENCE, AUTOMATION AND ROBOTICS

Artificial intelligence, automation and robotics, is transforming industries across the globe. The Union and the Company agree it is imperative to recognize the potential consequences of Artificial intelligence, automation, robotics and to proactively address same.

1. Transparency and Consultation:

   Where possible the Company shall provide advance notice to the Union when it plans on introducing AI, automation and robotics in the workplace in a way that impacts on workers and/or job functions.

   Following notice, the parties shall meet to discuss the nature and timing of the implementation and to identify any affected workers.

2. Training and Skill Development:

   The parties will discuss the need for any training, skill development or educational resources to support the affected workers.

3. Impact Assessment and Mitigation:

   The parties will discuss reasonable measures to mitigate adverse impacts on bargaining unit members, if any.

4. Fair Compensation and benefits:

   In cases where Artificial intelligence, automation, and robotics leads to job loss, the Company will provide a severance package as per N30 to every affected employee and owner operator; will continue extended health and welfare benefits for six (6) months to every affected employee and Owner Operator in receipt of such benefits at the time of loss; and will support employees and Owner Operators by providing for resume building and job placement support.

ARTICLE N42 - LEAD HAND MODEL

National Lead Hand Model

There will be a single National Lead Hand model which applies regardless of the classification or premium pay treatment. The Company may decide if it wants/needs a Lead Hand on any shift / any work area at its discretion.

Lead Hands will be selected by the Employer at its discretion following a bid process eligible candidates will be those on the shift / in the work area with a minimum of eighteen months of service and no disciplinary record or investigation.

Employer may elect to conduct a new bid process at its discretion however it will only do so where an existing Lead Hand has been informed of concerns with their performance and given no less than thirty (30) days to address any concerns prior to a new posting.

National Appendix A – Owner Operator Agreement

Owner / Operator Agreements are composed of THREE parts –(1) business agreement, (2) insurance appendix and (3) fees appendix.

BUSINESS AGREEMENT

AGREEMENT ENTERED INTO AT THE CITY OF _____ ON THIS _____ DAY OF _____, 20__.

BETWEEN: **DHL Express (Canada), LTD.**
Having its head office at DHL Express (Canada) Ltd.
18 Parkshore Drive
Brampton, ON L6T 5M1
Hereinafter called "DHL"

AND:

(full name)

(address and

postal code)

Hereinafter called the "Owner Operator"

WHEREAS DHL, is a common carrier by motor vehicle which, in the regular course of its operations, requires the services of Owner Operators;

WHEREAS the Owner Operator has applied to DHL to enter into an Agreement to supply transportation services with their own equipment on the terms and conditions hereinafter set out;

WHEREAS the Owner Operator warrants that they have the permits, equipment, skills and expertise necessary to operate commercial motor vehicles for the benefit of DHL;

THE PARTIES DO MUTUALLY AGREE AS FOLLOWS:

TERM:

1. This Agreement shall take effect on the date of its signature and shall continue in full force and effect until terminated by either party as a result of a breach of contract.

2. This Agreement may also be terminated, at the reasonable discretion of either party, by serving a written notice to that effect, thirty (30) days in advance.

FEES:

3. The schedule of fees is attached to this Agreement as Schedule A. Deposits shall be made to the Owner Operator every two (2) weeks.

4. The remuneration paid to the Owner Operators includes an indemnity for vacation, indemnity for fringe benefits, funeral leaves and statutory holidays. It is the responsibility of the Owner Operator to pay such an indemnity as required by law.

PURPOSE OF THE AGREEMENT:

5. This Agreement outlines the terms and conditions related to the provision of services in relation to customers of DHL, to ensure that those services will be sufficient and to the satisfaction of DHL and its customers.

OWNER OPERATOR'S OBLIGATIONS:

6. The Owner Operator agrees to:

   (a) Maintain at all times valid permits and licenses as required by law, and abide by and operate within the limits of all related provincial and federal laws and regulations. This does not include Western Linehaul Owner Operators in the Province of Ontario.

   (b) In the Province of Ontario, the parties agreed to Article A10 regarding Relief Drivers.

   (c) Obtain and maintain insurance coverage, as more fully described in Appendix A of the business agreement.

   (d) Promptly report any accident or injury and any claim which could involve DHL to the appropriate insurance carrier and to DHL and fully cooperate with DHL and any other person or persons appointed by or on behalf of DHL in the investigation and settlement of any insurance claim.

   (e) Ensure that the best interests of DHL and its customers are maintained through a safe, efficient and professional operation.

   (f) Provide, on a consistent and reliable basis, safe equipment and sufficient and satisfactory services to meet the business requirements of DHL and its customers.

   (g) Make every reasonable effort to meet established delivery times unless otherwise prevented by severe weather, operational or other extraordinary circumstances beyond the control of the Owner Operator.

   (h) Where a replacement Driver or helper is employed, provide at all times, licensed, competent, qualified personnel and make appropriate deductions and payments, as required by law, including deductions at source.

   (i) Recognize the right of DHL to modify areas of service from time to time, where necessary for service or efficiency in accordance with the Bargaining unit C.B.A.

7. The Owner Operator agrees that, in the performance of this Agreement, especially where they collect monies on behalf of DHL, they shall assume all the legal obligations of a person charged with administration of the property of others.

GENERAL:

8. It is expressly agreed between the parties that DHL shall, in no way, be responsible to the Owner Operator or to third parties, for any services and/or supplies provided to the Owner Operator. In the event of a claim resulting from supplies or services so provided, the Owner Operator agrees to indemnify DHL and to plead in its stead.

9. DHL may require, from time to time, proof that the Owner Operator abides by any and all of their obligations. The Owner Operator will, upon demand, provide DHL a written authorization to verify their status and discharge of their contractual obligations with any government or person.

10. DHL hereby grants to the Owner Operator a license to use its trade name, trademarks and logo types, within their area of service and for as long as this Agreement will remain in force. The Owner Operator recognizes that they have has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all DHL symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.

11. The Owner Operator agrees that, during the term of this contract and in any case on termination thereof, they will not solicit any of DHL's customers, nor will they compete directly or indirectly with DHL, with respect to DHL's customers, for a period of three (3) months following termination.

12. The Owner Operator and any Employee, partner or associate of the Owner Operator, may not be entitled to any benefits or rights which would be afforded to an Employee of DHL, including but not limited to benefits such as company pension, governmental pension contributions, dental or medical insurance, life insurance, or unemployment or disability insurance.

13. DHL and the Owner Operator hereby acknowledge and agree that this Agreement is a Contract for Services and the Owner Operator shall, for all purposes of this Agreement, be deemed a dependent contractor, solely for the purposes of the Canada Labour Code. This Agreement shall not be construed in any respect to create between DHL and the Owner Operator, a legal relationship of partnership, employer and Employee, or principal and agent.

14. DHL will provide each owner operators route with a detailed boundary map. That Map will form part of this agreement and is subject to change in accordance with the collective agreement.

15. Each route shall have one driver/one person. No Driver shall be allowed to occupy more than one route. Each route shall be assigned to a single Owner Operator. No Owner Operator shall be permitted to permanently occupy more than one route across all facilities combined.

16. The company shall be responsible for parking tickets received during normal working hours excluding, parking tickets received for parking in fire routes, handicap spaces, parking skills violations and fire hydrant violations which will be the responsibility of the Owner Operator.

17. The company agrees that the owner operator will be able to utilize another owner operator to bring their freight back to the facility at the end of their day. The union agrees that the owner operator must be available for a mobile debrief. The company may exclude an owner operator from using this procedure if they have found to being negligent in debrief or billing procedures subject to the Unions right to grieve.

18. While the Business Agreement is in effect, no Owner Operator shall provide pickup and delivery services for any business that competes with DHL.

SIGNED, SEALED AND DELIVERED:

DHL EXPRESS (CANADA), LTD.

By:

Witness:

Owner Operator:

Provincial Unit Chairperson

Liability and Damage Insurance:

The Owner Operator shall, at their own expense and without cost or expense to DHL Express (Canada), Ltd., obtain and maintain during the term of this Agreement the following insurance in respect to the vehicle and in relation to the performance of services under this Agreement:

(a) 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 Owner Operator in providing services to DHL Express (Canada), Ltd. under the terms of this Agreement together with any further statutory motor vehicle

liability or other insurance which may be required under applicable laws or regulations.

(b) 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 of damage to, or in the destruction of property belonging to DHL Express (Canada), Ltd. or its customers, including the loss of use thereof covering such perils as DHL Express (Canada), Ltd. deems necessary and in such amounts and with such terms and conditions are reasonably acceptable to DHL Express (Canada), Ltd. The policy referenced herein shall contain an endorsement specifically covering the contractual liability of the Owner Operator under the terms of this Agreement.

The foregoing insurance must be placed with an insurer reasonably acceptable to DHL Express (Canada), Ltd. The Owner Operator must further provide DHL Express (Canada), Ltd. with a Certificate of Insurance evidencing the foregoing insurances prior to services being commenced. Said Certificate of Insurance evidencing the coverages herein shall also contain the following provisions:

DHL Express (Canada), Ltd. will be added to said policies as an additional insured but only with respect to liability that may result from the performance of this Agreement.

1) The Owner Operator and the insurers further agree to waive all rights of subrogation as against DHL Express (Canada), Ltd.

2) The policies shall contain severability of interest and cross liability clauses.

3) The Insurers will provide DHL Express (Canada), Ltd. And the owner operator with thirty (30) days prior written notice of any cancellation or material change in the policies.

Schedule “A” – Fees

OO Fees addressed by N33 and, as applicable, the regional appendix

NATIONAL LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company")

AND

UNIFOR
(Hereinafter referred to as "the Union")

HOURLY MOBILE WORK

While Company continues to comply with its global policy regarding mobile work as may be modified from time to time at Company's discretion (and which came into effect on January 1, 2024), it shall adjust remote work flexibility at a local level for eligible clerical roles, in accordance with local policy.

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Sivadas Santhosh

Gary Millen

Krishna Jaiswal

Evon Koduah

Adrian Furlani

Joe Cannon

Asif Kazi

Ahmed Raees

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Gord McGrath

Kristian Nielsen

Amneek (Ricky) Johal

Gurvinder Badesha

Clayton Rowsell

Alex Tokhi

Sergio Suarez

Basil Murshid

Elwood Shand

Kevin Campbell

Herb Armas

Guy Furet

Benoit Potvin

Darelene McIvor

Frank Wright

Robin Dudley

Tyler Haydey

Mario Santos

NATIONAL LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company")

AND

UNIFOR
(Hereinafter referred to as "the Union")

XRAY

Following ratification, a National Premium for those in the Warehouse XRAY function will be paid at one dollar and fifty cents ($1.50) per hour worked in the XRAY function.

There will be no pyramiding of this premium with other premiums.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Sivadas Santhosh*
Glenn Gardner	*Gary Millen*
Nicholas Halary	*Krishna Jaiswal*
Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
	Asif Kazi
	Ahmed Raees
	Alain Daigle
	Mario D'Amour
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NATIONAL LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company")

AND

UNIFOR
(Hereinafter referred to as "the Union")

LEADHAND PREMIUM

Following the ratification of the collective agreement, the classification of Lead Hand will be removed from Alberta and Man/Sask - CBA. The Lead hand classifications in Ontario will remain.

Individuals currently classified as a Lead Hand in Alberta or Man/Sask will be returned to the wage rate of their home classification and will receive a premium for hours worked while assigned as a Lead Hand going forward.

The National Lead Hand premium will be paid at one dollar and fifty cents ($1.50) per hour to Lead Hands who are not in a Lead hand classification.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Sivadas Santhosh*
Glenn Gardner	*Gary Millen*
Nicholas Halary	*Krishna Jaiswal*
Ewa Maggiotto	*Evon Koduah*
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Guy Furet
Benoit Potvin
Darelene McIvor
Frank Wright
Robin Dudley
Tyler Haydey
Mario Santos

Ratified on June 28, 2025.

ACCORD-CADRE NATIONAL

CONVENTION COLLECTIVE ENTRE

DHL EXPRESS (CANADA), LTÉE

(CI-APRÈS APPELÉE « LA COMPAGNIE »)

ET

UNIFOR CANADA

et ses sections locales 114, 755, 4005, 4050, 4457 et 700.39

(CI-APRÈS APPELÉ « LE SYNDICAT »)

dans les régions de la Colombie-Britannique, de l'Alberta, du Manitoba-Saskatchewan, de l'Ontario, de la Nouvelle-Écosse et du Québec

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En vigueur du 1er janvier 2025 au 31 décembre 2028

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PRÉAMBULE

La présente convention collective est formée de deux parties :

1) les dispositions nationales, qui visent tous les employés et chauffeurs- propriétaires représentés par Unifor au Canada; et

2) les annexes régionales, qui établissent les modalités et conditions qui régissent les employés et chauffeurs-propriétaires représentés par Unifor dans chacune des régions définies.

ATTENDU QUE la Compagnie et le Syndicat souhaitent conclure une convention collective régissant les salaires, les heures de travail et les conditions de travail des employés rémunérés à l'heure et les chauffeurs-propriétaires selon les classifications contenues dans la présente convention collective.

ATTENDU QUE pendant la durée de la présente convention collective, la Compagnie d'une part s'engage à ne décréter aucun lock-out et que d'autre part, les employés et chauffeurs-propriétaires s'engagent à ne pas déclencher de grève et à ne provoquer aucun arrêt ou ralentissement de travail.

ATTENDU QUE les parties à la présente convention collective souhaitent coopérer à l'établissement et au maintien de conditions qui favoriseront des relations de travail harmonieuses et mettront en place des méthodes permettant de régler d'une façon juste et à l'amiable les conflits qui pourraient survenir entre elles.

ET ATTENDU QUE les deux parties s'engagent à coopérer et à s'entraider, dans toute la mesure possible, pour promouvoir la sécurité et l'efficacité des activités de la Compagnie**.**

Aucun article ni aucune disposition contenus dans les annexes régionales (y compris les annexes, tables, ententes d'affaire, lettres d'entente, d'intention ou d'accord) ne peuvent être en contradiction avec les dispositions nationales de la présente convention collective. Si cela devait être le cas, les dispositions nationales de la présente convention collective ont préséance.

DISPOSITIONS NATIONALES

ARTICLE N1 - RECONNAISSANCE DU SYNDICAT

1.01 **Reconnaissance syndicale**

a) La Compagnie reconnaît le Syndicat comme l'unique agent négociateur des employés et des chauffeurs-propriétaires couverts par la présente convention collective. La Compagnie reconnaît la compétence des dirigeants et membres des comités dûment qualifiés du Syndicat pour discuter de toutes les affaires touchant les relations entre la Compagnie, les employés et les chauffeurs-propriétaires qui sont membres du Syndicat et couverts par la présente convention collective

b) Le Syndicat et la Compagnie consentent à demander conjointement que le CCRI (le Conseil) modifie les descriptions de l'unité de négociation régionale énoncées ci-dessous de manière à représenter plutôt que toutes les unités de négociation existantes n'en forment plus qu'une seule. Les demandes seront faites au plus tard dans les quatre-vingt-dix (90) jours suivant la ratification.

c) Jusqu'à ce que le Conseil en déclare autrement en vertu de l'alinéa 1.01 b) ci-dessus, la Compagnie reconnaît le Syndicat comme l'unique agent négociateur pour les unités régionales suivantes :

(i) À l'intérieur de la province de Colombie-Britannique, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, en Colombie- Britannique;

(ii) À l'intérieur de la province de l'Alberta, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, en Alberta;

(iii) À l'intérieur des provinces du Manitoba/Saskatchewan, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, au Manitoba ou en Saskatchewan;

(iv) À l'intérieur de la province de l'Ontario, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, en Ontario, conformément au protocole d'accord du 16 juin 2012;

(v) À l'intérieur de la province de la Nouvelle-Écosse, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, en Nouvelle-Écosse;

(vi) À l'intérieur de la province du Québec, les employés horaires et les chauffeurs-propriétaires qui travaillent dans n'importe quelle division de DHL Express (Canada) Ltée, au Québec.

(dans la présente, « employés » désigne les « employés horaires »)

1.02 **Aucune discrimination**

La Compagnie ne fait pas de discrimination contre les employés ou les chauffeurs-propriétaires au sujet de leur activité syndicale et/ou dans le cadre de leurs activités de représentation d'autres chauffeurs-propriétaires ou d'autres employés.

1.03 **Droits du successeur**

Les parties reconnaissent les dispositions contenues aux articles 43 et 44 de la partie 1 du *Code canadien du travail*, LRC (1985), chapitre L2 traitant des droits et obligations du successeur.

1.04 **Tableau d'affichage**

La Compagnie accepte d'installer à chacun de ses terminaux un tableau d'affichage, d'une grandeur respectable, qui sera réservé pour'usage du Syndicat. Ce tableau, qui doit être placé sous verre et verrouillé, sert à afficher les annonces des assemblées syndicales et d'autres affaires du Syndicat. Ce tableau ne doit pas se trouver dans un endroit accessible au grand public. La taille et l'emplacement du tableau seront déterminés par le président de l'unité provinciale et le directeur de l'établissement. Les demandes d'ajout de tableaux additionnels dans les terminaux de plus grande taille ne doivent pas être refusées sans raison valable.

1.05 **Appartenance syndicale**

a) Il est convenu par les présentes que tous les employés et chauffeurs- propriétaires deviennent membres du Syndicat et que leur adhésion et le maintien de leur adhésion au Syndicat constitue une condition d'emploi ou de leur entente d'affaire.

b) La Compagnie accepte de prélever sur les paies de chaque employé et chauffeur-propriétaire qui est membre du Syndicat ou couvert par la présente convention collective le montant des cotisations syndicales ou de leur équivalent, tel que précisé par le secrétaire-trésorier national du Syndicat. Elle accepte également de transmettre le plein montant ainsi prélevé au secrétaire-trésorier national ou à toute autre personne désignée de façon officielle. Les cotisations seront prélevées selon les instructions du secrétaire-trésorier national ou par toute autre personne désignée de façon officielle. Le versement des cotisations et la liste doivent être transmis au plus tard le 15^{e} jour du mois suivant le mois au cours duquel les retenues ont été faites et doivent être accompagnés d'une liste des employés et des chauffeurs-propriétaires figurant sur le registre de paie pendant la période

de paie pour laquelle les retenues ont été effectuées. Copie de ladite liste seulement sera transmise au bureau local du Syndicat selon les instructions du Syndicat.

c) La Compagnie doit indiquer le montant total des cotisations syndicales prélevées sur les formulaires d'impôt à la fin de l'année calendrier dans le cas des employés et, dans le cas des chauffeurs-propriétaires, sur leurs relevés de paie une fois par mois et sur leurs relevés T4-A à la fin de l'année calendrier.

1.06 **Nouveaux employés**

a) La Compagnie doit communiquer au président de l'unité provinciale une liste de tous les nouveaux employés ou occasionnels qu'elle a embauchés dans les quatorze (14) jours calendrier suivant la date d'embauche. Aux fins de clarté, en Ontario, les parties considèrent les « employés occasionnels » comme étant « à temps partiel, sans affectation ».

b) Au moment de l'embauche, la Compagnie doit préciser au nouvel employé son statut, à savoir s'il est engagé comme employé à temps plein ou à temps partiel ou comme employé occasionnel.

c) Au moment de l'embauche, il incombe à la Compagnie de faire signer une carte de membre au nouvel employé et de l'expédier au bureau de la section locale dans les quatorze (14) jours calendrier suivant la date d'embauche.

d) De même, au moment de l'embauche d'un employé ou de la signature de l'entente d'affaire du chauffeur-propriétaire recevra un exemplaire de la présente convention collective, ainsi que tous les renseignements au sujet du programme de santé et de bien-être, de même que les coordonnés du représentant syndical, telles qu'elles ont été fournies par la section locale.

e) Advenant qu'un employé ou un chauffeur-propriétaire interrompe son service ou quitte son emploi de la Compagnie, la Compagnie doit informer le Syndicat avant que le dernier chèque soit émis.

1.07 **Ententes d'affaire des chauffeurs-propriétaires**

a) La Compagnie doit fournir au bureau de la section locale une copie de chaque entente d'affaire signée par la Compagnie et le chauffeur- propriétaire.

b) Il incombe à la Compagnie, au moment de la signature d'une entente d'affaire avec un nouveau, de faire signer une carte de membre chauffeur- propriétaireet de l'expédier au bureau de la section locale dans les quatorze (14) jours calendrier suivant la date de signature

c) Le président de l'unité provinciale ou son représentant désigné sera présent durant toutes les négociations relatives aux ententes d'affaire avec les chauffeurs-propriétaires, signera en tant que témoin à la négociation et recevra une copie du contrat signé.

d) Le président de l'unité provinciale et le directeur régional, ou leur représentant désigné, sont les seules personnes autorisées à signer toutes les ententes d'affaire des chauffeurs-propriétaires. L'entente d'affaire sera en vigueur pendant toute la durée de la convention collective.

e) Les parties conviennent que durant les négociations des ententes d'affaire, les annexes A, B et C sont incluses en tant qu'un seul et même document. Cette procédure comprend également la signature des ententes d'affaire avec les nouveaux chauffeurs-propriétaires. Les ententes d'affaire, les règles et les lignes directrices applicables aux chauffeurs-propriétaires paraissent à l'Annexe A nationale, qui fait partie intégrante de la convention collective nationale.

f) Le fait pour un chauffeur-propriétaire de permettre à un autre chauffeur de conduire son véhicule dans le but de déroger à la présente convention collective constituera une violation directe de la présente convention collective.

1.08 **Travail de l'unité de négociation**

a) Tout le travail d'entreposage, de manutention et de livraison des marchandises ou d'autres biens et matériaux doit être exécuté par les chauffeurs-propriétaires et/ou les employés de la Compagnie membres du Syndicat, selon les catégories couvertes dans la présente convention collective, lorsque ce type de travail relève du contrôle de la Compagnie.

b) Aucun cadre de la Compagnie ne peut exécuter du travail de l'unité de négociation de manière régulière ou permanence, mais peut aider lors d'une surcharge de travail ou dans une situation d'urgence. Un superviseur ou gestionnaire doit en informer le délégué syndical ou son représentant désigné en poste lorsque la présente disposition est invoquée et lui donner une explication.

1.09 **Location de véhicules ou de services de chauffeur**

a) La Compagnie accepte de ne pas louer de véhicules ni les services de chauffeurs dans le but de déroger à la présente convention collective.Il est entendu que le présent article ne

restreint pas la location de véhicules. Lorsqu'il se trouve des employés compétents dans la région locale, tous les équipements convenables peuvent être loués.

b) La Compagnie ne doit pas recourir à des chauffeurs-propriétaires contractuels dans le but d'enlever à des employés permanents des heures de travail normales de leurs quarts de travail habituels.

1.10 **Sous-traitance**

La Compagnie ne doit pas sous-traiter le travail de l'unité de négociation, ni recourir à des chauffeurs contractuels, ni louer d'autres véhicules que ceux précisés dans la présente convention collective.

1.11 **Aucune entente individuelle**

La Compagnie accepte de ne conclure, individuellement ou collectivement, aucune entente ni aucun contrat avec les employés ou les chauffeurs-propriétaires, de manière individuelle ou collective, qui s'opposerait d'une façon ou d'une autre au libellé et aux dispositions de la présente convention collective. Toute entente de cette nature est nulle et sans effet.

1.12 **Lignes de piquetage**

La Compagnie n'a pas le droit d'obliger un employé ni un chauffeur-propriétaire couvert par la présente convention collective ou son chauffeur remplaçant à traverser une ligne de piquetage légale ou à accepter un produit ou des marchandises provenant de personnes ou d'employés de quiconque avec lesquels un Syndicat a installé en toute légalité une ligne de piquetage ou des pancartes autour ou contre celle-ci ou à livrer un produit ou des marchandises à des personnes ou des employés avec lesquels le Syndicat a installé en toute légalité une ligne de piquetage ou des pancartes autour ou contre celle- ci.

1.13 **Étiquette syndicale**

Tous les véhicules de la Compagnie et des chauffeurs-propriétaires devront afficher un logo approprié du Syndicat afin de mettre en évidence le lien de coopération qui existe entre la Compagnie et Unifor. L'étiquette d'un diamètre maximal de 4 pouces doit être placée sur une fenêtre latérale du véhicule.

1.14 **Remplacement de véhicule**

a) La Compagnie n'impose pas aux employés comme condition de maintien de leur emploi d'acheter un camion, un tracteur et/ou une remorque ou tout autre véhicule, ni d'acheter ou de prendre à leur charge une part de capital ou toute autre obligation dans son entreprise, autre que celle qui s'applique dans les annexes jointes à la présente (conversion à chauffeur- propriétaire).

b) Le remplacement d'équipement pour quelque raison que ce soit sera fondé sur le principe selon lequel une unité exploitée par la Compagnie sera remplacée par une unité exploitée par la Compagnie et une unité exploitée

par un chauffeur-propriétaire sera remplacée par une unité exploitée par un chauffeur-propriétaire, ou au choix de la Compagnie, par une unité de la Compagnie.

1.15 **Intérêt mutuel**

Si un article ou une clause de la présente convention collective devait poser un problème persistant, il sera dans l'intérêt mutuel des parties de se rencontrer pour le résoudre.

1.16 **Disposition des conventions collectives**

La Compagnie devra payer pour tous les coûts associés à l'impression dans une imprimerie Unifor et à la distribution d'une nouvelle convention collective aux membres. La Compagnie veillera à ce que tous les employés et chauffeurs-propriétaires reçoivent un exemplaire de la convention collective dès qu'elle sera imprimée ou au moment de leur embauche. Chaque section locale recevra, sur demande, une quantité additionnelle d'exemplaires.

1.17 **Délégués syndicaux et présidents**

a) Les employés et les chauffeurs-propriétaires seront représentés par des délégués nommés et formés par le Syndicat.

b) Les délégués peuvent à tout moment faire appel aux services d'un représentant accrédité du Syndicat pour les aider.

c) Il y aura également un président d'unité provinciale élu ou nommé qui agira comme président des délégués dans chaque province. Le président de l'unité proviciale doit être un employé ou un chauffeur-propriétaire de DHL. Les présidents des unités provinciales, conjointement avec le président de l'unité nationale, constituent le comité de liaison national.

d) Il y aura également un président d'unité nationale élu ou nommé, tel que déterminé par le Syndicat, qui agira comme président du comité de liaison national. Le président d'unité nationale doit être un employé ou un chauffeur-propriétaire de DHL et peut également occuper le poste de président de l'unité provinciale.

e) Le Syndicat doit rapidement communiquer par écrit à la Compagnie le nom des employés et des chauffeurs-propriétaires qui sont nommés ou élus présidents ou délégués syndicaux ainsi que tout changement apporté au personnel. La Compagnie doit communiquer au Syndicat, par écrit, le nom de ses représentants désignés et tout changement apporté au personnel.

f) Les présidents des unités nationale et provinciales (collectivement « les présidents d'unité ») s'occupent des affaires du Syndicat pour l'application de la convention collective et ils auront libre accès à toutes les succursales et à tous les dépôts de la Compagnie ainsi qu'au bureau local du Syndicat.

Les présidents d'unité ne seront pas mis à pied, ni ne subiront de réduction ou de gel de leurs heures, de leur paie, de leur ancienneté ou d'autres avantages pendant la durée de leur mandat.

g) La Compagnie convient que les présidents d'unité ont droit à l'équivalent de quatre (4) équivalents temps plein (ETP) (un ETP équivalant à 40 heures par semaine, 52 semaines par année) de journée de libération payés pendant toute la durée de la convention collective. Une fois par année calendrier, le Syndicat informera la Compagnie, par écrit, de la répartition de ces ETP de journée de libération payés entre les présidents d'unité. Pendant ces journées de libération, le président d'unité est libéré de ces fonctions habituelles aux fins susmentionnées et bénéficie de tous les avantages sociaux et des droits à pension, selon la classification de la convention modifiée. Le président d'unité touchera 120 % du taux de salaire horaire le plus élevé du groupe fonctionel de type « chauffeur » pour le temps qu'il consacre aux fonctions susmentionnées. Les parties conviennent que la présente disposition remplace les dispositions sur le temps consacré aux activités syndicales payé que contiennent les diverses annexes provinciales, sauf en Ontario et en Alberta. Aux fins de clarification, en Ontario, le taux est calculé au prorata conformément à l'annexe provinciale de l'Ontario et en Alberta, conformément à la lettre d'entente existante en Alberta. Les tâches et les droits d'un président d'unité, tels qu'ils

figurent dans l'annexe provinciale, continueront à s'appliquer à la condition qu'ils ne soient pas contraires aux dispositions énoncées dans les présentes.

h) Advenant qu'un président d'unité soit un chauffeur-propriétaire, il pourra, à son choix, conserver sa route en ayant recours à un chauffeur de remplacement ou abandonner sa route.

i) Les employés ou chauffeurs-propriétaires qui sont président d'unité et qui s'absentent de leur poste de travail pour une période minimale de six mois afin de remplir leurs fonctions recevront, au besoin à leur retour en poste, une formation suffisante en cours d'emploi correspondant aux exigences de formation de leur classification et poste afin de se refamiliariser avec leurs tâches pour pouvoir les exécuter de manière adéquate.

j) Le président de l'unité provinciale ou son représentant désigné sera présent à toutes les rencontres de cessation d'emploi.

k) La Compagnie est disposée à verser une allocation mensuelle de 50 $ pour téléphone cellulaire à tout président d'unité affecté à 1,0 ETP, conformément à l'article N1.17 (g).

1.18 **Activité syndicale**

a) Le Syndicat convient qu'il n'y aura aucune activité syndicale pendant les heures de travail, sauf celles qui sont nécessaires à l'administration de la présente convention collective. Les représentants accrédités du Syndicat auront accès aux locaux de la Compagnie durant les heures de travail afin de régler les conflits, d'enquêter sur les conditions de travail et de vérifier si la convention collective est respectée, à la condition que leurs visites n'entraînent aucune interruption du calendrier de travail de la Compagnie.

b) Lorsqu'une situation requiert l'attention d'un délégué syndical pendant les heures de travail, le délégué ne doit pas quitter ses fonctions habituelles sans avoir d'abord obtenu l'autorisation de son superviseur immédiat. Il est entendu que le temps passé à autre chose qu'aux fonctions habituelles doit être réduit au minimum et que l'autorisation ne sera pas refusée sans motif valable. Le délégué syndical reprendra ses tâches habituelles dès que possible. La Compagnie se réserve le droit de limiter ce temps, s'il juge que le temps demandé est excessif.

c) Un chauffeur-propriétaire qui agit en tant que délégué syndical au nom d'un membre du Syndicat sera payé au taux horaire établi pour les chauffeurs rémunérés, soit le taux horaire courant pour un minimum d'une demi-heure (1/2 heure), sans égard au temps consacré à la fonction syndicale, puis par tranches de 15 minutes par la suite.

d) La Compagnie permet l'utilisation de la salle à manger pour s'occuper des affaires du Syndicat, à un moment qui convient aux deux parties, pourvu que cela ne dérange pas les activités normales et que ce moment soit prévu à l'avance et réduit au minimum.

e) Lorsqu'un délégué syndical fait une demande raisonnable pour un congé payé afin de s'occuper d'affaires du Syndicat dans un autre établissement de DHL, la demande ne sera pas refusée sans raison valable.

1.19 **Congé pour affaires syndicales**

a) La Compagnie accorde un congé non payé à tout employé qui assiste à des affaires syndicales essentielles. Le président de l'unité provinciale ou son remplaçant donnera un préavis d'au moins cinq (5) jours ouvrables pour un maximum de :

(i) quatre (4) personnes en Colombie-Britannique;

(ii) trois (3) personnes en Alberta;

(iii) deux (2) personnes au Manitoba/Saskatchewan;

(iv) six (6) personnes en Ontario;

(v) une (1) personne en Nouvelle-Écosse sous réserve des besoins d'exploitation; une telle demande ne sera pas refusée sans raison valable;

(vi) trois (3) personnes au Québec;

(vii) de même, un président d'unité provincial en congé peut également y assister.

Tout membre de l'exécutif, délégué, représentant du CSPAAT ou de CAT et représentant du comité conjoint de santé et de sécurité provincial peut avoir un congé sur demande.

b) Les employés et/ou chauffeurs-propriétaires élus ou nommés à un poste à temps plein auprès du Syndicat national ont droit à un congé sans solde d'une durée indéfinie, à la condition d'envoyer un préavis de trente (30) jours à la Compagnie avant le début de ce congé. Durant ce congé, l'ancienneté des employés et/ou chauffeurs-propriétaires en question continue de s'accumuler. Les avantages en matière de santé et de bien-être sont suspendus trente (30) jours après le début de ce congé sans solde, tandis que les droits à congé annuel sont suspendus immédiatement. Ces deux avantages seront remis en vigueur dès la première journée du retour au travail de l'employé et/ou du chauffeur-propriétaire.

c) Un chauffeur-propriétaire en congé de longue durée pour affaires syndicales exerce son droit d'ancienneté à l'égard de toute route vacant rattaché à sa succursale d'origine dans les six (6) mois suivant l'expiration de ses fonctions syndicales.

1.20 **Réunions de liaison**

a) Réunions de liaison patronales-syndicales provinciales

Au moins une fois aux trois (3) mois, le président de l'unité provinciale, un délégué de chaque établissement dans la région, un représentant de la section locale et un représentant national se réuniront avec les représentants de la Compagnie pour discuter des questions syndicales touchant DHL. Tout employé de DHL qui assiste à la réunion ne subira aucune perte de salaire en raison de sa participation.

Les parties établissent l'ordre du jour au plus tard 24 heures avant l'heure de la réunion et chercheront à partager les documents utiles à l'analyse des dossiers à régler, y compris les griefs et d'autres questions patronales-syndicales.

b) Réunions de liaison patronales-syndicales nationales

Au moins une fois par année, les présidents d'unité provinciale et le président de l'unité nationale, accompagnés d'un représentant national du Syndicat se réuniront en personne en un même lieu avec les représentants de la Compagnie pour discuter des questions syndicales touchant DHL. Tout employé de DHL qui assiste à la réunion ne subira aucune perte de salaire en raison de sa participation.

La Compagnie couvrira les frais raisonnables de déplacement, d'hébergement et de repas, sur présentation de pièces justificatives, pour les employés et chauffeurs-propriétaires qui assistent à ces réunions. Les frais afférents à des réunions additionnelles en personne devront être convenus par les parties avant la planification de telles réunions.

Les parties établissent l'ordre du jour au plus tard 24 heures avant l'heure de la réunion et chercheront à partager les documents utiles à l'analyse des dossiers d'importance nationale et d'autres questions patronales-syndicales.

1.21 **Politiques de la Compagnie**

La Compagnie accepte d'aviser le Syndicat de l'adoption ou de la modification de politiques au moins quatorze (14) jours calendrier à l'avance. Un exemplaire écrit de la politique, nouvelle ou modifiée, est remis aux employés avant la mise en œuvre. L'employé ou le chauffeur-propriétaire en accusera réception. Un exemplaire du manuel de politiques de DHL est conservé à chaque poste « Droit de savoir ».

1.22 **Coordonnées**

Il incombe à chaque employé et à chaque chauffeur-propriétaire d'informer la Compagnie et le Syndicat de tout changement d'adresse ou de numéro de téléphone, par écrit, dans les trois (3) jours ouvrables suivant le changement.

Chaque trimestre, la Compagnie devra fournir au bureau de la section locale, par voie électronique, une liste à jour des noms, adresses, numéros de téléphone et adresses courielles de tous les employés et chauffeurs-propriétaires.

ARTICLE N2 – DROITS DE GESTION

2.01 Le Syndicat reconnaît, sauf dans la mesure où les droits de gestion de la Compagnie ont été abrégés ou modifiés par des modalités précisées dans la présente convention collective, que ce qui suit revient exclusivement à la gestion :

a) d'embaucher, de classifier, d'accorder les promotions, de rétrograder, de licencier, de suspendre, de renvoyer ou de prendre des mesures

disciplinaires à l'égard des employés et des chauffeurs-propriétaires pour un motif juste et raisonnable;

b) de maintenir l'ordre, la discipline et l'efficacité; de fixer et de faire respecter les règles et les règlements régissant la conduite des employés et des chauffeurs-propriétaires et qui ne seront pas incompatibles avec les dispositions de la présente convention collective;

c) de réduire le nombre d'heures supplémentaires, dans tous ses lieux de travail et chaque fois que possible;

d) de déterminer les produits à manutentionner, les méthodes de manutention et de traitement, ainsi que les horaires du personnel et des activités;

e) de conclure une entente d'affaire (annexe nationale « A »), de modifier les routes ou de mettre fin à une entente d'affaire pour un motif valable;

f) d'assigner le travail par le moyen le plus économique possible pour la Compagnie.

2.02 Le terme « gestion » renvoie aux dirigeants et aux superviseurs qui ne sont pas couverts dans le cadre du certificat d'accréditation de l'unité de négociation.

2.03 Seules les personnes définies comme des gestionnaires auront l'autorité d'embaucher, de classifier, d'accorder des promotions, de rétrograder, de licencier, de suspendre, de congédier ou d'imposer des mesures disciplinaires sous réserve des dispositions de la présente convention.

2.04 Les dispositions qui précèdent ne doivent pas priver les employés et les chauffeurs-propriétaires du droit de recourir à la procédure de règlement des griefs décrite dans la présente convention collective.

2.05 Pendant la durée de la présente convention collective, la Compagnie pour sa part s'engage à ne pas imposer de lock-out et les employés et chauffeurs-propriétaires, pour leur part, s'engagent à ne pas déclencher de grève ni aucun arrêt de travail.

2.06 La Compagnie convient que les droits énumérés ci-dessus doivent être exercés conformément à la présente convention collective.

ARTICLE N3 – PROCÉDURE DE RÈGLEMENT DES GRIEFS

3.01 **Intention**

Les parties conviennent que la présente procédure est destinée à promouvoir le règlement équitable et pacifique des griefs et qu'à cette fin, elles agiront de bonne foi, conformément aux dispositions du présent article.

3.02 **Définition de grief**

Toute plainte, tout différend ou toute divergence d'opinions entre la Compagnie et le Syndicat ou les employés et les chauffeurs-propriétaires couverts par la présente convention collective, concernant l'application ou l'interprétation du libellé et des dispositions de la présente convention collective, est considéré comme étant un grief.

3.03 **Dépôt d'un grief**

a) Les employés, les chauffeurs-propriétaires, le Syndicat et la Compagnie ont tous le droit de présenter un grief. Un grief qui n'est pas déposé dans les quatorze (14) jours calendrier suivant la date à laquelle la personne a eu connaissance ou aurait raisonnablement dû avoir connaissance de l'événement donnant lieu au grief est considéré comme abandonné par les parties plaignantes. Un grief déposé au nom du Syndicat ou de la Compagnie doit être présenté au stade 3 de la procédure de règlement des griefs.

b) Tout grief concernant le congédiement d'un employé ou la résiliation du contrat d'un chauffeur-propriétaire doit être présenté au stade 3 de la procédure de règlement des griefs dans les quatorze (14) jours calendrier suivant la date du congédiement ou de la résiliation du contrat.

c) Un grief de la Compagnie, un grief collectif ou un grief de principe déposé au nom du Syndicat ou de la Compagnie doit être présenté au stade 3 de la procédure de règlement des griefs dans les quatorze (14) jours calendrier suivant la date à laquelle la personne a eu connaissance ou aurait raisonnablement dû avoir connaissance de l'événement donnant lieu au grief.

3.04 **Procédure de règlement des griefs**

Les employés ou chauffeurs-propriétaires qui ont une plainte à faire valoir sont encouragés à en discuter de vive voix avec un superviseur.

Stade 1 : L'employé ou le chauffeur-propriétaire, assisté de son délégué syndical, doit soumettre un grief officiel par écrit à son superviseur immédiat, lequel doit donner sa réponse par écrit dans les dix (10) jours calendrier et la motiver.

Stade 2 : À défaut d'un règlement satisfaisant au stade 1, et dans les dix (10) jours calendrier suivant la réponse du superviseur, le représentant syndical ou son remplaçant

peut déposer par écrit un grief au dirigeant, lequel doit donner sa réponse par écrit dans les dix (10) jours calendrier et la motiver.

Stade 3 : Dans les vingt-et-un (21) jours calendrier suivant la réception de la réponse du superviseur ou du dirigeant, le président de l'unité provinciale, le représentant local ou national du Syndicat peut déposer, par écrit, un grief au vice-président, Ressources humaines, ou autre personne désignée dans le service, lequel doit alors répondre parécrit dans les vingt-et-un (21) jours calendrier suivants, en donnant une réponse explicite. La Compagnie tiendra le Syndicat au courant de la personne désignée par le directeur régional pour donner les réponses.

3.05 **Délais**

a) Lorsque la décision concernant un grief déposé pour un motif autre que des salaires impayés n'est pas rendue dans les délais fixés par l'agent compétent de la Compagnie ou par le représentant syndical, le grief passe au stade suivant de la procédure de griefs.

b) Lorsque la décision concernant une réclamation pour des salaires impayés n'est pas rendue dans les délais fixés par l'agent compétent de la Compagnie, la réclamation doit être payée. L'application de cette règle ne constitue pas une interprétation de la convention collective.

c) Lorsqu'une erreur technique s'est glissée dans le dépôt d'un grief concernant le numéro de l'article qui aurait été enfreint, un conseil d'arbitrage a le pouvoir de permettre la modification du grief, de déterminer le fond de l'affaire en litige et de rendre une décision.

d) Les deux parties peuvent, d'un commun accord, par écrit, prolonger les délais prescrits dans le présent article.

3.06 **Réunions obligatoires**

Les employés et les chauffeurs-propriétaires tenus de participer à une réunion de la Compagnie sont payés au taux de salaire réglementaire lorsque ces réunions ont lieu pendant leur quart de travail normal ou aux taux de rémunération en vigueur lorsque ces réunions ont lieu en dehors de leur quart de travail normal.

Les chauffeurs-propriétaires ne seront pas obligé d'assister aux rencontre de dialogue sur les performance (PD).

Toutes les réunions nécessaires pour se conformer aux dispositions officielles relatives aux griefs contenues dans le présent article doivent avoir lieu pendant les heures normales de travail, sans aucune perte de salaire pour les employés ou les chauffeurs- propriétaires concernés.

3.07 **Divulgation de renseignements**

Il est convenu que la divulgation des renseignements nécessaires pour résoudre les griefs le plus rapidement possible, ainsi que le règlement rapide des différends sans dépenses inutiles, est essentiel à de bonnes relations de travail. Les deux parties conviennent de bonne foi de faciliter ce processus.

3.08 **Paiement des règlements de griefs**

Tout règlement financier accepté par les parties est payé à la prochaine période de paie par dépôt direct de la paie normale de l'employé ou, dans le cas d'un chauffeur-propriétaire, sur le chèque de paie normale ou sous forme d'un chèque distinct, et estaccompagné d'un relevé écrit indiquant le montant et le règlement du grief en cause. De plus, lorsqu'un grief concernant des salaires impayés est réglé en faveur de l'employé, la

Compagnie convient de payer le montant réclamé à la prochaine période de paie.

ARTICLE N4 – ARBITRAGE

4.01 À défaut d'un règlement satisfaisant au stade 3 de la procédure de règlement des griefs, l'une ou l'autre partie peut demander que l'affaire soit soumise à un arbitre unique habilité à régler les différends en vertu du *Code canadien du travail*. À tout moment, les deux parties peuvent convenir de soumettre la question à une médiation non contraignante.

4.02 L'avis d'intention de présenter un grief à l'arbitrage doit être envoyé par écrit dans les trente (30) jours calendrier suivant la réponse au stade 3. Si les parties ne peuvent s'entendre dans les quatorze (14) jours calendrier sur un arbitre unique, elles peuvent demander au ministre du Travail d'en nommer un.

4.03 L'arbitre reçoit et examine les preuves substantielles ainsi que les circonstances pertinentes présentées par les parties et mène une enquête indépendante de la façon qu'il le juge indispensable pour bien comprendre et déterminer les éléments en cause.

4.04 La décision prise par l'arbitre doit respecter les dispositions de la présente convention collective. L'arbitre n'a pas le pouvoir de modifier n'importe laquelle des dispositions de la présente convention collective.

4.05 Les conclusions et la décision de l'arbitre unique sur toutes les questions arbitrables doivent être contraignantes et avoir force exécutoire pour toutes les parties.

4.06 Les frais de l'arbitre sont pris en charge à parts égales par la Compagnie et le Syndicat

4.07 L'arbitre doit être prêt à rendre une décision dans les trente (30) jours suivant la fin de l'audition d'arbitrage. Si les parties conviennent avant ou pendant l'audition que cette clause pose des problèmes d'ordre pratique en raison de la nature de l'affaire portée en arbitrage, la disposition précédente relative au délai est annulée.

ARTICLE N5 – DROITS DE LA PERSONNE, HARCÈLEMENT ET VIOLENCE AU TRAVAIL

5.01 **Politique sur les droits de la personne au travail**

Les employés ne doivent subir aucun harcèlement, aucune intimidation ni aucune discrimination de la part de la Compagnie ou du Syndicat ni aucun des agents ou mandataires qui agissent en leur nom, en ce qui concerne les modalités ou conditions d'emploi pour des motifs tels que le sexe, la race, la couleur, la nationalité, l'origineancestrale, le lieu d'origine, l'aptitude linguistique, le lien de parenté, le lieu de résidence, l'appartenance politique, l'orientation sexuelle, les déficiences, l'état de personne graciée (ou l'équivalent) ou la désobéissance à une directive illégale ou contraire à l'une des dispositions de la présente convention collective. La Compagnie doit également assumer les responsabilités que lui impose la *Loi canadienne sur les droits de la personne* (LCDP).

La violence au travail comprend notamment l'intimidation, les taquineries et un comportement violent ou agressif. L'auteur peut être un compagnon de travail, un gestionnaire, un client ou un membre du public.

La Compagnie et le Syndicat se sont engagés à maintenir un milieu de travail exempt de harcèlement. Le harcèlement s'entend d'une séquence de commentaires ou d'une conduite vexatoires lorsque son auteur sait ou devrait raisonnablement savoir que ces remarques ou ces gestes sont importuns, qu'ils minent la dignité et le respect de la personne en se fondant sur des motifs comme le sexe, les déficiences, la race, la couleur, l'orientation sexuelle, l'état de personne graciée (ou l'équivalent) ou tout autre motif illicite

énuméré dans la *Loi canadienne sur les droits de la personne*. Tous les employés, chauffeurs-propriétaires, superviseurs et gestionnaires doivent traiter les autres avec courtoisie et respect afin de décourager le harcèlement.

Le harcèlement et l'intimidation peuvent se manifester verbalement, physiquement ou visuellement. Ils peuvent renfermer une menace ou une menace implicite ou être perçus comme une condition d'emploi. Sans être exhaustifs, les exemples suivants pourraient être considérés comme du harcèlement :

- des remarques, des blagues, des insinuations, des gestes ou sarcasmes importuns au sujet de l'apparence physique d'une personne, de sa déficience, de son allure ou de son sexe, de sa race ou de son origine ethnique, de sa couleur, de son lieu de naissance, de son orientation sexuelle, de sa citoyenneté et de ses ancêtres;

- des plaisanteries, de la chamaillerie, etc., qui rendent mal à l'aise ou suscitent l'embarras;

- l'affichage ou la distribution de photos ou de matériel offensants;

- le refus de travailler ou de converser avec une autre personne en raison de sa race ou de son sexe, etc.;

- des comportements physiques non sollicités, notamment des touchers, des tapotements, des pincements ou autres;

- des réactions indésirables ou des représailles contre une personne ayant déposé une plainte ou participé à une enquête.

Le harcèlement ne peut d'aucune façon être associé aux tâches légitimes d'un superviseur, notamment dans le cadre des attributions de travail, de l'évaluation de mesures disciplinaires ou de toute conduite qui ne porte pas atteinte à la dignité de la personne. Cette politique n'est pas réputée interdire le droit de parole ni les relations sociales normales

a) Défenseure des femmes

Les parties reconnaissent que les employés et les chauffeurs-propriétaires de sexe féminin peuvent parfois avoir besoin de discuter avec une autre femme de questions comme la violence à la maison ou le harcèlement au travail. Ces femmes peuvent également avoir besoin de se renseigner sur les ressources spécialisées qui existent dans la collectivité, tels que des conseillers ou des refuges pour femmes, pour les aider à régler des problèmes de cette nature.

Les parties conviennent que le Syndicat peut nommer une femme comme membre de l'unité de négociation dans chaque province à titre de déléguée/défenseure des femmes pour traiter de questions comme celles décrites ci-dessus ou d'autres concernant particulièrement les femmes.

S'il était nécessaire qu'une question précise soit traitée par le comité conjoint de santé et de sécurité, celui-ci aurait la possibilité, en vertu de son mandat, d'inviter la déléguée/défenseure des femmes à titre d'invitée pour le faire.

b) Violence conjugale

Les parties reconnaissent que les employés peuvent être particulièrement aux prises dans leur vie personnelle avec des situations de violence ou de maltraitance qui peuvent se ressentir sur leur présence au travail ou leur rendement. C'est une préoccupation que les

parties partagent. L'employé qui vit une situation personnelle ou familiale abusive ou violente ne fera pas l'objet de mesures disciplinaires sans que l'on tienne pleinement compte des faits et des circonstances particulières entourant l'incident qui justifierait autrement les mesures disciplinaires. Cette déclaration d'intention repose la bonne foi de la Compagnie, du Syndicat et des employées concernées; elle ne sera pas utilisée par le Syndicat ou les employées pour contourner l'application de mesures disciplinaires qui autrement seraient appropriées.

Les employés victimes de violence conjugale peuvent prendre un congé conformément aux dispositions du Code canadien du travail. Ce congé peut être utilisé pour des soins médicaux, des procédures judiciaires, la planification de la sécurité, un déménagement ou toute autre activité directement liée à leur situation. Un congé supplémentaire non rémunéré peut être accordé à la discrétion de l'employeur, en fonction des circonstances propres à l'employé.

5.02 **Procédure de traitement des plaintes**

Si un employé ou un chauffeur-propriétaire croit avoir été victime de harcèlement et/ou de discrimination fondée sur des motifs prohibés, le processus suivant s'applique :

Étape 1 – Résolution autonome (Employé/ chauffeur-propriétaire)

Il est recommandé aux personnes concernées de tenter de résoudre la situation par une communication directe avec la ou les personnes responsables du comportement inapproprié. Informez l'individu que le comportement est indésirable et inacceptable.

Étape 2 – Soutien et intervention de la direction (Gestion/RH)

Si l'étape 1 échoue, la personne doit signaler la situation à son gestionnaire ou au représentant des ressources humaines ainsi qu'au président d'unité.

Étape 3 – Plainte officielle (Employé/ chauffeur-propriétaire)

Si les tentatives informelles ne permettent pas de résoudre le problème ou si elles sont inappropriées en raison de la nature ou de la gravité de la situation, une plainte officielle doit être déposée. La plainte peut être formulée oralement ou par écrit auprès du gestionnaire ou du représentant RH. Une copie sera transmise au président d'unité.

Dans les sept (7) jours suivant la réception d'une plainte, le représentant RH communiquera avec le plaignant et la personne mise en cause et amorcera le processus d'enquête.

Étape 4 – Enquête

L'enquête doit être menée par un enquêteur compétent dans un délai de quinze (15) jours civils, sauf entente contraire entre les parties. Tout accord visant à prolonger ce délai ne doit pas être refusé de manière déraisonnable.

Étape 5 – Communication des conclusions

À la fin de l'enquête, l'enquêteur communiquera ses conclusions au plaignant et à la personne mise en cause, ainsi que toute recommandation visant à éliminer ou réduire le risque de récidive. La Compagnie transmettra toutes les lettres et conclusions au président d'unité local.

Les personnes concernées seront accompagnées d'un délégué syndical ou du président d'unité tout au long du processus, y compris lorsque l'enquête implique un employé hors unité de négociation.

Toute plainte non résolue par ce processus pourra être traitée par le Syndicat conformément à l'article N3 – Procédure de grief.

Tous les efforts raisonnables seront déployés pour résoudre la situation par une entente négociée.

ARTICLE N6 – PROCÉDURES RELATIVES AUX MESURES DISCIPLINAIRES ET AU CONGÉDIEMENT

6.01 **Imposition de sanctions disciplinaires pour motif juste et raisonnable**

Les employés et les chauffeurs-propriétaires qui ont terminé leur période d'essai ne peuvent faire l'objet de mesures disciplinaires, être suspendus ou être congédiés que pour un motif juste et raisonnable. Toutes les mesures disciplinaires doivent être confirmées par écrit. Une copie de toute lettre de mesure disciplinaire est transmise au président de l'unité provinciale ou à son remplaçant. Toutes les enquêtes et l'imposition subséquente d'une mesure disciplinaire doivent être effectuées aussi promptement que possible.

6.02 **Représentation syndicale**

a) Un employé ou un chauffeur-propriétaire convoqué à une rencontre au bureau d'un superviseur ou d'un dirigeant tenue à des fins disciplinaires, y compris une lettre d'avertissement, doit être accompagné du délégué syndical de son choix qui est disponible, à défaut de quoi la mesure disciplinaire imposée est nulle et sans effet.

b) Lorsque le délégué syndical choisi n'est pas disponible sur son quart de travail, la réunion d'enquête ou disciplinaire est reportée à une date ultérieure, mais sept (7) jours calendrier au plus tard. Si un délégué syndical est en poste, la réunion a lieu pendant le quart de travail. La demande de report n'est pas refusée sans motif raisonnable, à la condition que le report n'occasionne aucun coût additionnel à la Compagnie ni ne lui cause aucun préjudice.

c) En l'absence d'un délégué nommé ou élu dans une région, on communique directement avec le président de l'unité provinciale ou son remplaçant avant que la réunion ne commence ou qu'une mesure disciplinaire ne soit imposée.

d) En cas d'infraction grave, l'employé peut être suspendu sur-le-champ pendant la tenue d'une enquête. Le président de l'unité provinciale ou son remplaçant est informé sans tarder. Si aucune sanction disciplinaire n'est imposée, l'employé ou le chauffeur-propriétaire est remboursé pour les heures non travaillées.

6.03 **Dossier personnel**

Les employés et les chauffeurs-propriétaires ont le droit de consulter leur dossier personnel en présence de la Compagnie pendant les heures d'ouverture habituelles. Un dirigeant syndical qui agit au nom d'un employé ou d'un chauffeur-propriétaire peut consulter le dossier disciplinaire de celui-ci avec son autorisation écrite.

6.04 **Retrait des mesures disciplinaires des dossiers**

Tout avis de réprimande ou de mesure disciplinaire est conservé dans le dossier de l'employé ou du chauffeur-propriétaire pendant un an à compter de la date de l'avis, s'il n'a pas été suivi d'une même infraction ou d'une infraction similaire dans l'année, après quoi il en est retiré, c'est-à-dire physiquement détruit. Toutefois, si l'employé ou le chauffeur-propriétaire commet la même infraction ou une infraction similaire dans l'année, l'avis original ainsi que tout nouvel avis subséquent demeurent dans le dossier pendant une année suivant la date du dernier avis.

Tout avis de réprimande ou de mesure disciplinaire découlant d'une infraction de nature pénale ou civile, y compris le dossier de conducteur, reste dans le dossier de l'employé ou du chauffeur-propriétaire indéfiniment.

Lorsqu'un employé ou chauffeur-propriétaire signe un document concernant une mesure

disciplinaire, il ne le fait que pour reconnaître en avoir été avisé.

6.05 **Divulgation de L'information**

À la suite d'une enquête et avant d'imposer toute mesure disciplinaire, la Compagnie divulguera au syndicat les éléments de preuve sur lesquels elle s'est appuyée pour prendre sa décision. Cela n'inclut pas les dossiers des discussions internes, et la mise à disposition de ces documents ne limite pas ce dont chaque partie peut se prévaloir ou chercher à se prévaloir après toute décision disciplinaire. Il est entendu que lorsque ces documents contiennent des renseignements personnels concernant une autre personne, ceux-ci peuvent être caviardés ou l'accès peut être soumis à des ententes de confidentialité.

6.06 **Imposition de mesures disciplinaires**

Toute mesure disciplinaire ou lettre de préoccupations qui n'est pas émise dans un délai de quatorze (14) jours calendrier à compter de la date où les faits ont été portés à la connaissance sera réputée nulle et non avenue. Dans le cas où la Compagnie doit enquêter avant d'imposer une mesure disciplinaire, ce délai peut être porté à vingt et un (21) jours calendrier si un avis est donné au président d'unité avant l'expiration du délai initial de quatorze (14) jours. Les parties conviennent que, pour les dossiers complexes nécessitant une enquête approfondie, elles s'entendront mutuellement pour prolonger les délais afin de garantir que les situations soient correctement examinées avant l'imposition d'une mesure disciplinaire ou l'émission d'une lettre de préoccupations.

Un employé ou un chauffeur-propriétaire peut être retiré du service, avec ou sans solde, en attendant la fin de l'enquête. Pour déterminer s'il y a lieu de retirer l'employé du service, l'employeur tiendra compte de la nature de l'infraction présumée. Une décision de retirer un employé du service sans solde est assujettie à la procédure de grief après l'imposition d'une mesure disciplinaire ou la clôture du dossier.

Les parties conviennent également que, dans le cas d'incidents ou d'accidents de conduite graves, les employés horaires ou les chauffeurs-propriétaires peuvent être retirés du service en attendant la révision en matière de santé et sécurité, laquelle peut inclure un rapport du Comité conjoint de santé et sécurité.

6.07 **Surveillance**

La Compagnie ne doit pas utiliser les caméras de surveillance pour contrôler les pauses et la productivité.

ARTICLE N7 – RÉGIME DE RETRAITE

7.01 **Adhésion au régime de retraite**

La Compagnie et les employés doivent cotiser à la caisse de retraite en fiducie du Syndicat national de l'automobile, de l'aérospatiale, du transport et des autres travailleurs et travailleuses du Canada (le « Régime de retraite ») ou son successeur sur une base obligatoire en Alberta et sur une base optionnelle dans les autres conventions.

En Alberta, la date de participation au régime de retraite de chaque employé correspond à la première journée du mois calendrier suivant le premier anniversaire de l'embauche. Dans toutes les autres provinces, elle correspond à la première journée du mois calendrier suivant le deuxième anniversaire de l'embauche.

Trois (3) mois avant la date de retraite prévue, l'administrateur du régime de retraite doit offrir l'occasion d'examiner en détail toutes les questions pertinentes aux prestations de retraite.

La Compagnie accepte la responsabilité d'inscrire les employés à la date convenue et assumera toutes les cotisations manquées, tant celles de l'employeur que celles de l'employé, si elles ont été omises.

Malgré la présente disposition, les droits à pension pour la province de Québec seront déterminés conformément à son annexe provinciale. Ainsi, à l'exception du Québec, les droits à pension sont régis comme suit :

7.02 **Cotisations au régime de retraite**

a) Cotisations de la Compagnie

Pour chaque employé inscrit au Régime de retraite, la Compagnie cotisera l'équivalent de quatre pour cent et demi (4,5%) de sa rémunération, tel que défini dans la convention collective.

b) Cotisations des employés

Chaque employé inscrit au Régime de retraite cotisera l'équivalent de quatre pour cent et demi (4,5%) de sa rémunération, tel que défini dans la convention collective, à déduire pendant la période de paie.

c) Les cotisations au Régime de retraite sont payables aux fiduciaires de la caisse de retraite en fiducie avant le quinzième (15^{e}) jour du mois suivant le mois de travail qui vient d'être terminé. Le paiement doit inclure les cotisations des employés.

d) Les cotisations doivent être versées à l'administrateur de la caisse de retraite en fiducie désigné par Unifor.

e) Le Syndicat veillera à ce que l'administrateur du Régime de retraite fournisse sur une base régulière (au moins une fois par année), sur demande, un bilan complet à un représentant de la Compagnie.

7.03 **Information sur le Régime de retraite**

L'administrateur du Régime de retraite accepte de fournir aux employés admissibles les renseignements complets les plus récents sur tous les programmes et avantages sociaux offerts aux employés et auxquels les employés couverts par la présente convention collective ont le droit de participer. Ces renseignements, y compris les formulaires d'adhésion au Régime de retraite, sont fournis dans la trousse d'accueil des nouveaux employés au moment de l'embauche. Les deux parties reconnaissent que l'employé est entièrement responsable de son adhésion et de remplir les documents nécessaires. La seule responsabilité de la Compagnie à l'égard du Régime de retraite est de déduire et de verser ses cotisations et celles des employés.

La Compagnie accepte de verser tous les documents actuels concernant le Régime de retraite dans la trousse d'accueil des nouveaux employés. Les deux parties reconnaissent que le suivi relatif aux documents à remplir et à l'adhésion au Régime de retraite incombe entièrement à l'employé.

7.04 **Régime de retraite des chauffeurs-propriétaires**

La Compagnie permettra aux chauffeurs-propriétaires de participer volontairement au régime de retraite d'Unifor par le biais de la paie. Il n'y aura aucune cotisation de la part de l'employeur.

ARTICLE N8 – CONGÉS-ÉDUCATION PAYÉS

8.01 **Cotisations au fonds de congés-éducation payés**

La Compagnie cotise à un fonds de congés-éducation payés pour les employés et les chauffeurs-propriétaires aux fins de perfectionnement des compétences liées à tous les aspects du syndicalisme. Les cotisations sont versées tous les trois (3) mois dans un fonds en fiducie créé par le Syndicat national Unifor, à raison de :

1) Vingt cents (0,20 $) par jour par employé et par chauffeur-propriétaire en Ontario;

2) vingt-cinq cents (0,25 $) par jour par employé et par chauffeur-propriétaire dans toutes les autres provinces.

La présente disposition remplace toutes les dispositions sur les congés-éducation payés dans toute annexe provinciale.

Les cotisations sont envoyées par la Compagnie à l'adresse suivante :

Programme de congés-éducation payés
d'UNIFOR
115 Gordon Baker Road
Toronto, ON M2H 0A8

8.02 **Congé sans solde pour congés-éducation payés**

Sous réserve de préavis et des nécessités du service, la Compagnie accepte d'accorder à des membres de l'unité de négociation choisis par le Syndicat, un congé sans solde pour suivre vingt (20) journées de formation, auxquelles s'ajoute le temps de déplacement, s'il y a lieu. Ces journées de congé sont réparties sur une période de douze (12) mois à compter de la première journée de congé. Les employés et les chauffeurs-propriétaires qui prennent de tels congés sans solde continuent d'accumuler de l'ancienneté et des avantages sociaux pendant le congé.

ARTICLE N9 – SANTÉ ET SÉCURITÉ

9.01 La Compagnie doit appliquer les dispositions de la partie II du *Code canadien du travail* et celles d'autres règlements. Toutes les normes établies en vertu des lois et règlements constituent les normes minimales acceptables.

9.02 **Comité conjoint de santé et de sécurité**

a) Il doit y avoir un comité conjoint de santé et de sécurité dans chaque établissement applicable. Le comité est présidé par deux coprésidents, un pour le Syndicat et l'autre pour la Compagnie, et il est composé d'un nombre égal de représentants de la Compagnie et du Syndicat. Dans les établissements plus petits, il doit y avoir un représentant de la sécurité nommé par le Syndicat.

b) Le comité doit se réunir pour rédiger le mandat, qui sera affiché. Le comité se réunit conformément aux dispositions de la partie II du *Code canadien du travail*. Les procès-verbaux doivent être affichés et acheminés rapidement aux Ressources humaines et au président de l'unité provinciale.

c) Les fonctions du comité seront celles prévues dans la partie II du *Code canadien du travail*.

d) Les parties continueront à maintenir un comité conjoint national de politique

générale en matière de santé et de sécurité au travail, conformément aux dispositions du *Code canadien du travail*.

e) Durant l'absence du coprésident du Syndicat, la Compagnie reconnaît le remplaçant désigné par le Syndicat.

f) Le comité doit aider à créer un lieu de travail sain et sécuritaire, recommander des mesures pour améliorer l'efficacité du programme de santé et de sécurité et promouvoir le respect aux lois, règlements, codes de pratiques et lignes directrices applicables. La Compagnie prend en considération les recommandations du comité.

g) Le temps de présence aux réunions du comité conjoint de santé et de sécurité ainsi qu'aux activités approuvées par la Compagnie est considéré comme du temps travaillé. Il est payé à l'employé à son taux horaire de base ou au taux des heures supplémentaires, selon le cas.

h) Des copies des procès-verbaux des réunions du comité conjoint et toutes les pièces jointes seront affichées dans tous les terminaux et transmises à l'agent de santé et de sécurité de la Compagnie, aux coprésidents du comité conjoint et au président de section locale. Des copies des formulaires d'accident de travail applicables seront remises au comité conjoint, dans le respect des lois relatives à la protection des renseignements personnels.

i) Tous les membres des comités conjoints de santé et de sécurité seront formés à l'intérieur d'un délai de soixante (60) jours suivant leur élection ou leur nomination. La formation aura lieu pendant les heures de travail.

9.03 **Enquêtes**

a) Les conditions dangereuses, accidents de travail et accidents de véhicules motorisés font l'objet d'une enquête par un membre du Syndicat qui siège au comité conjoint de santé et de sécurité ou son remplaçant, conjointement avec la Compagnie. Lorsqu'un membre du comité constate l'existence de conditions dangereuses, il utilise le processus de règlement interne des plaintes pour trouver une solution.

b) Le comité conjoint de santé et de sécurité fera savoir, par l'intermédiaire de la Compagnie, aux employés et chauffeurs-propriétaires qui ont été impliqués dans un accident, si cet accident aurait pu être évité ou non.

c) L'employé est payé pour toutes les heures de travail perdues pendant une enquête portant sur un accident dans lequel il a été impliqué, mais sans en être responsable.

d) Un chauffeur ne sera pas tenu responsable des dommages causés à un véhicule pendant qu'il le remorquait ou qu'il le poussait s'il suivait les instructions de la Compagnie.

e) Tous les accidents feront l'objet d'une analyse par le comité conjoint de santé et de sécurité qui fournira à la Compagnie un rapport détaillé par écrit de ses recommandations de mesures préventives. Tout employé horaire impliqué dans un accident qui aurait pu être évité sera tenu de suivre un cours de conduite préventive et, s'il n'a pas été suspendu, la Compagnie couvrira le coût de son salaire.

f) Si, après avoir fait une analyse de risques, le comité conjoint de santé et de sécurité le juge nécessaire, la Compagnie fournira, à ses frais, le matériel de protection nécessaire, sauf en cas de modification de la convention collective.

g) Si le comité conjoint de santé et de sécurité conclut que l'accident ou l'incident était inévitable, toute mesure disciplinaire imposée avant qu'il ne rende sa décision sera annulée.

h) Un employé qui est reconnu responsable pour un accident ou dont l'action ou l'inaction a contribué à un accident est passible de mesures disciplinaires.

9.04 **Refus d'effectuer un travail dangereux**

a) Aucun employé ni aucun chauffeur-propriétaire ne se voit imposer de sanctions disciplinaires pour avoir agi conformément au *Code canadien du travail* et à ses règlements. Tous les employés et tous les chauffeurs- propriétaires peuvent exercer leur droit de refuser un travail dangereux. L'employé ou le chauffeur-propriétaire qui exerce son droit de refus ne subit aucune perte de revenu pendant la période de refus, à la condition qu'il effectue d'autres tâches appartenant à sa classe d'emploi, selon les directives de la Compagnie et si de telles tâches existent.

b) Le refus d'utiliser de l'équipement dangereux, tel que le prévoit la loi, ne constitue pas une violation de la présente convention collective. Tout équipement dangereux doit être verrouillé et identifié par une étiquette rouge.

c) En cas de divergence d'opinions quant à l'état d'un véhicule, le différend est résolu après consultation entre un gestionnaire et un mécanicien certifié. La certification de sécurité doit être faite par écrit. Si le véhicule est jugé sécuritaire, l'employé qui refuse de l'utiliser est passible de mesures disciplinaires.

9.05 **Protection des lanceurs d'alerte**

Il incombe à la Compagnie et à ses membres du Syndicat de signaler aux autorités compétentes tout rejet, dans une quantité qui doit être déclarée, d'une substance dangereuse dans l'air, le sol ou l'eau. Ce signalement doit être fait conformément aux conditions des lois et règlements applicables. Aucun membre du Syndicat ne fait l'objet de mesures disciplinaires pour avoir fait tel signalement.

9.06 **Salles de premiers soins**

a) Le cas échéant, la Compagnie offrira et maintiendra une salle de premiers soins conformément aux exigences de la loi. Personne n'est autorisé à entrer dans cette salle à moins d'être accompagné par un secouriste industriel.

b) Le comité conjoint de santé et de sécurité de chaque établissement examine les exigences en matière de premiers soins afin d'établir les normes les plus appropriées conformément aux exigences réglementaires.

9.07 **Salles de toilette, vestiaire et salles à manger**

a) Partout où c'est possible, la Compagnie met à la disposition des employés des terminaux, des employés d'atelier, des chauffeurs-propriétaires et des chauffeurs de transport de ligne dans ses terminaux des salles de toilette propres, équipées de toilettes, de robinets d'eau chaude et d'eau froide, de papier hygiénique et de papier à main. Là où elle met aussi un vestiaire à la disposition du personnel, elle veille à son entretien et à sa propreté.

b) La Compagnie met dans ses terminaux une salle à manger à la disposition de ses employés et chauffeurs-propriétaires. Elle veille à ce que cette salle soit propre et convenablement aérée.

9.08 **Articles mal emballés**

Les employés et les chauffeurs-propriétaires ne sont pas obligés de manipuler des articles qui sont de toute évidence mal emballés, sans les instructions d'un superviseur, ni de manipuler un article mal emballé qui présente un risque pour la sécurité des personnes. Ils doivent immédiatement signaler de tels articles à leur superviseur.

9.09 **Exposition aux substances dangereuses**

La Compagnie convient que toutes les normes concernant le SIMDUT et les marchandises dangereuses seront respectées afin de protéger les employés et chauffeurs-propriétaires contre une exposition à des substances dangereuses ou au sang humain et que des connaissements de remplacement seront préparés au besoin.

9.10 **Entretien des véhicules**

a) Il est dans l'intérêt mutuel de la Compagnie, de ses employés et de ses chauffeurs-propriétaires d'utiliser des véhicules qui sont en bon état.

b) La Compagnie n'exigera pas de ses employés ou chauffeurs-propriétaires qu'ils conduisent sur des rues publiques des véhicules qui ne sont pas conformes aux dispositions appropriées de la loi relativement aux exigences de sécurité (systèmes de freinage, direction, feux de signalisation ou autres dispositifs d'éclairage) des véhicules automobiles.

c) La Compagnie ne peut congédier, suspendre, mettre à pied, rétrograder ou imposer une pénalité financière ou autre, ni refuser de payer un employé ou un chauffeur-propriétaire pour toute période que celui-ci aurait travaillé, s'il n'avait pas exercé ses droits en vertu de la partie II du *Code canadien du travail* (CCT), ni prendre ou menacer de prendre des mesures disciplinaires à l'encontre de celui-ci parce qu'il :

(i) a témoigné ou est sur le point de témoigner dans le cadre d'une procédure engagée ou d'une enquête tenue en vertu de la partie II du CCT;

(ii) a fourni des renseignements à une personne agissant dans l'exercice de ses fonctions en vertu de la partie II du CCT concernant des conditions de travail qui ont une incidence sur sa santé ou sa sécurité ou celle d'autres employés ou chauffeurs-propriétaires de la Compagnie; ou

(iii) a agi conformément à la partie II du CCT ou a cherché à faire appliquer n'importe laquelle des dispositions de la partie II du CCT.

d) Une fois toutes les procédures d'enquête et de recours épuisées par l'employé ou le chauffeur-propriétaire qui a exercé ses droits en vertu des articles 128 et 129 de la partie II du CCT, la Compagnie peut prendre des mesures disciplinaires à l'encontre de celui-ci si elle peut prouver que celui- ci a délibérément exercé ses droits de façon abusive.

e) Il incombe à l'employé de signaler par écrit, sur les formulaires appropriés de la Compagnie, sans tarder, mais au plus tard à la fin de son quart de travail, de son voyage ou de sa tournée, toutes les défaillances de sécurité ou mécaniques qu'il a constatés sur le véhicule qu'il a utilisé pendant ce quart de travail, ce voyage ou cette tournée. L'employé conserve une copie du rapport, en laisse une avec le véhicule et en remet une au gestionnaire en service.

f) Il incombe à la Compagnie de faire faire les réparations nécessaires pour que le véhicule puisse être utilisé de manière sûre et efficace. Lorsque les réparations ne peuvent pas être effectuées sur-le-champ, le véhicule doit être identifié par une étiquette rouge et maintenu hors service jusqu'à ce qu'il soit réparé.

g) Afin d'offrir une visibilité adéquate à l'avant et à l'arrière du véhicule, les camions et tracteurs de longue distance seront équipés de chauffage, de dégivreurs chauffants et de miroirs chauffés. Les miroirs doivent mesurer au moins six pouces sur douze pouces (6 po x 12 po) ou l'équivalent.

h) Tous les véhicules de traction longue distance sont dotés de chaînes et de crochets à broche ainsi que d'un compartiment de rangement des outils dans un endroit sécuritaire.

i) La Compagnie prendra les mesures nécessaires pour s'assurer que l'équipement est maintenu propre et que les employés et les chauffeurs- propriétaires font leur part à cet égard.

j) Chaque chauffeur horaire aura, sur demande, le matériel nécessaire pour laver les fenêtres (tel que nettoyant et essuie-tout).

k) La Compagnie maintient tout le matériel de communication, de balayage et autre fourni.

l) Tous les véhicules de la Compagnie acquis ou commandés après la date de ratification seront équipés d'appareils de chauffage, de climatisation, de dégivrage adéquats, d'essuie-glace et de radios am/fm, qui seront maintenus en bon état en tout temps. L'habitacle comprendra une barrière de protection entre le chauffeur et le fret.

m) Les véhicules de la Compagnie seront équipés, au besoin, d'un chariot à main.

n) La Compagnie n'utilisera pas de chariots élévateurs à essence à l'intérieur de ses terminaux ou dans des remorques fermées, sauf en cas d'urgence.

9.11 **Preuve de permis de conduire**

Les employés et les chauffeurs-propriétaires qui conduisent des véhicules seront tenus de présenter à la Compagnie, à sa demande écrite et à ses frais, la preuve qu'ils détiennent un permis de conduire valide. Telle demande ne pourra être faite plus deux fois par année. Les frais seront assumés par la Compagnie.

9.12 **Chaussures de sécurité**

a) Les employés et les chauffeurs-propriétaires doivent porter des chaussures de sécurité, là où la Compagnie, en consultation avec le comité conjoint de santé et de sécurité, le juge nécessaire.

b) La Compagnie rembourse les employés et les chauffeurs-propriétaires qui sont tenus d'acheter leurs propres chaussures en vertu du présent article, jusqu'à concurrence de cent cinquante dollars (150 $) par année, sur présentation d'une preuve d'achat. À compter du 1er janvier 2027, ce montant sera porté à cent soixante-quinze dollars (175 $).

c) Le remboursement sera effectué par la paie ou, sur demande, par un système de bons comme un avantage non imposable.

d) La Compagnie remplace les chaussures de sécurité irréparablement endommagées pendant le service.

9.13 **Travailler seul**

La Compagnie et le Syndicat élaborent ensemble un plan d'action, tel qu'il est énoncé dans

le CCHST, pour régler les problèmes des employés qui sont appelés à travailler seuls. Le facteur de risque est établi en fonction du travail et de l'équipement que les employés sont tenus d'utiliser. Chaque situation est évaluée individuellement. Ce qui précède sera effectué conjointement par le représentant santé et sécurité de la Compagnie et par le président du comité de santé et de sécurité du Syndicat.

9.14 **Substances illégales connues**

Aucun employé ni chauffeur-propriétaire ne devra participer à la livraison ou à la cueillette de substances ou de marchandises illégales connues dans l'exercice de ses fonctions. Cela doit être fait par le truchement de la sécurité d'entreprise et les forces de l'ordre compétentes.

9.15 **Formation**

La Compagnie veille à que tous les comités de santé et de sécurité aient huit (8) heures de formation payées par année.

ARTICLE N10 – SANTÉ ET BIEN-ÊTRE

10.01 La Compagnie fournit un programme de santé et de bien-être complet, tel qu'il est décrit dans les annexes régionales applicables.

10.02 La Compagnie accepte de fournir à tous les employés les renseignements complets les plus récents sur tous les régimes d'avantages sociaux auxquels les employés couverts par la présente convention collective ont le droit de participer.

10.03 **Chèques d'avantages remis directement aux employés.**

La Compagnie convient que tous les chèques d'avantages sociaux auxquels un employé admissible a droit de la part d'une compagnie d'assurance seront envoyés directement à l'employé par la compagnie d'assurance.

10.04 **Reconnaissance de conjoints du même sexe**

La Compagnie accepte de reconnaître les conjoints du même sexe aux fins de garantie de toute clause ou de tout avantage social négocié.

10.05 **Livrets**

La Compagnie produit dans les 120 jours suivant la ratification un livret contenant tous les formulaires utiles pour les demandes d'assurance ou d'avantages fournis.

10.06 **Billets du médecin**

Si la Compagnie ou l'assureur en fait la demande, les frais pour obtenir un billet du médecin ou pour faire remplir des formulaires médicaux seront entièrement pris en charge par la Compagnie, sur présentation d'un reçu.

Les employés et les chauffeurs-propriétaires ne seront pas tenus de fournir un billet médical pour justifier toute absence de moins de cinq (5) jours consécutifs, sauf lorsque l'employé ou le chauffeur-propriétaire fait l'objet d'un suivi de gestion de l'assiduité qui a été discuté avec lui et le syndicat, ou en cas de blessure ou de maladie liée au travail. Rien ne limite le droit du syndicat de contester, par grief, le caractère raisonnable du programme ou de la politique de gestion de l'assiduité de la Compagnie, ou de contester si l'employé devrait être assujetti à un tel programme ou une telle politique.

10.07 **Tests de dépistage d'alcool ou de drogue**

Il n'y aura pas de test de dépistage de drogue ou d'alcool des employés ou des chauffeurs-propriétaires en vertu de la présente convention collective, à moins qu'il ne soit prescrit par la loi ou une entente distincte entre le Syndicat et la Compagnie.

10.08 **Livrets d'avantages sociaux**

La Compagnie consent à fournir les livrets et les formulaires sous forme électronique.

ARTICLE N11 – FORMATION

11.01 La Compagnie peut, de temps à autre, offrir aux employés et aux chauffeurs-propriétaires des séances de formation en dehors des heures prévues à l'horaire. Le cas échéant, la présence est obligatoire (c'est-à-dire comme s'il s'agissait d'heures prévues à l'horaire). La Compagnie donnera un préavis de quatre (4) semaines. Toutefois, la formation prévue lors d'un jour de congé normal de l'employé, pendant ses vacances ou lors d'une fin de semaine prolongée sera évitée. La formation CIS constitue une exception et ne pourra avoir lieu plus d'une fois par année lors d'un jour de congé normal (samedi ou dimanche). Dans le cas où des séances de formation ou des réunions seraient requises un jour de congé, l'employé recevra une rémunération d'au moins quatre (4) heures.

Si de la formation ou des réunions obligatoires font que les heures de travail de l'employé dépassent huit (8) heures par jour ou quarante (40) heures par semaine, les heures excédentaires seront rémunérées au taux horaire normal de l'employé majoré de cinquante pour cent (50 %) ou, dans le cas des chauffeurs-propriétaires, au taux de conduite courant majoré de cinquante pour cent (50 %) ou selon l'appendice provincial. Toutefois, on évite que de la formation ait lieu pendant les jours de congé, les vacances ou les longues fins de semaine, exception faite de la formation CIS, tel que limité ci-dessus. La formation ne doit pas avoir lieu plus de deux (2) fois par année. Lorsque des séances de formation ou des réunions doivent être tenues un jour de congé, l'employé est rémunéré pour une période d'au moins quatre (4) heures.

11.02 Les chauffeurs-propriétaires qui reçoivent une formation sont rémunérés conformément à l'annexe provinciale applicable.

11.03 Lorsque la Compagnie introduit dans les activités de l'équipement qui requiert une formation spécialisée, elle convient d'offrir d'abord aux employés qui figurent sur la liste de paie par ancienneté et dans la classe la possibilité d'utiliser ledit équipement ou d'être formé à l'utilisation de celui-ci à la condition que l'employé satisfasse les exigences. Toute formation exigée par la Compagnie est payée par la Compagnie.

Reconnaissant qu'il est avantageux tant pour la Compagnie que pour les employés d'avoir plus d'employés formés pour les diverses tâches dans chaque établissement, la Compagnie accepte d'offrir des possibilités de
formation selon ce que le travail permet sur la base de l'ancienneté aux employés qui manifestent de l'intérêt à être formés pour certaines tâches.

Le Syndicat accepte le principe selon lequel les employés auront deux (2) chances de réussir un test applicable après une formation suffisante dans le même domaine; cependant, avant qu'une interdiction ne s'applique, la Compagnie doit s'entendre avec le Syndicat sur la façon de gérer la situation.

11.04 (a) La Compagnie paie le prix des cours de conduite préventive accrédités et des cours de premiers soins industriels qu'elle a exigé que l'employé suive et que celui-ci a réussi.

(b) Si l'employé quitte l'emploi de la Compagnie dans les quatre-vingt-dix
(90) jours suivant la fin du cours, la Compagnie récupère le prix du cours auprès de celui-

ci.

ARTICLE N12 – CONGÉS SANS SOLDE

12.01 **Congé de deuil**

a) Les employés horaires à temps plein et à temps partiel, sans égard à leur origine ou à leur croyance, ont droit à cinq (5) jours de congé payé pour deuil. Au besoin, ce congé de deuil peut être prolongé de deux (2) jours supplémentaires avec solde, à la discrétion de l'employé..

Dans le cas où un membre de la famille immédiate décède pendant qu'un employé est en congé annuel, la Compagnie accepte de permettre à l'employé de suspendre son congé annuel jusqu'à la fin du congé de deuil. Le congé de deuil des employés occasionnels et des employés à temps partiel non affectés sera régi par le libellé existant dans l'annexe provinciale.

Les chauffeurs-propriétaires auront droit au même congé, mais ce congé ne sera pas payé.

b) Aux fins de la présente disposition :

(1) La famille immédiate se définit comme le conjoint ou le conjoint de fait de l'employé; le père et la mère de l'employé et le conjoint ou le conjoint de fait du père ou de la mère; le ou les enfants de l'employé et le ou les enfants du conjoint ou du conjoint de fait de l'employé; le ou les petits-enfants de l'employé; les frères et sœurs de l'employé; le grand-père et la grand-mère de l'employé; le père et la mère du
conjoint ou du conjoint de fait de l'employé et le conjoint ou le conjoint de fait du père ou de la mère; et tout membre de la famille de l'employé qui réside en permanence avec l'employé ou avec qui l'employé réside en permanence.

En reconnaissance de l'intention mutuelle d'éviter un double recouvrement, les droits au congé de deuil énoncés dans la présente convention collective seront comptés comme un jour de congé de deuil aux termes de la convention collective et du Code canadien du travail.

Par souci de clarté :

a) Le « taux salarial normal » sera calculé en prenant la moyenne de la rémunération journalière de l'employé, à l'exclusion des heures supplémentaires, sur les vingt (20) jours pendant lesquels il a travaillé immédiatement avant le premier jour de la période de congé payé.

b) Les « heures normales de travail » seront calculées en prenant la moyenne des heures travaillées quotidiennes de l'employé, à l'exclusion des heures supplémentaires, sur les vingt (20) jours pendant lesquels il a travaillé immédiatement avant le premier jour de la période de congé payé.

12.02 **Fonctions de juré ou de témoin**

a) Lorsque les employés permanents à temps plein et à temps partiel qui travaillent au moins vingt (20) heures par semaine sont tenus de faire partie d'un jury, de comparaître à une audience judiciaire ou de contribuer au rapport d'un coroner, ou sont cités à témoigner, ils recevront la différence entre les droits de jury ou de tribunal et la rémunération qu'ils auraient normalement touchée au travail pendant la période où ils sont tenus d'exercer de telles fonctions. La présente disposition ne s'applique pas aux personnes qui se portent volontaires à de telles fonctions.

b) Les employés à temps partiel non affectés et les employés occasionnels auront droit à un congé pour fonctions de juré ou de témoin conformément au *Code canadien du travail*.

c) Les chauffeurs-propriétaires convoqués pour faire partie d'un jury, comparaître à une audience judiciaire ou contribuer au rapport d'un coroner ou qui sont cités à témoigner recevront la différence entre le coût raisonnable engagé pour fournir un chauffeur de relève et toute somme reçue pour l'exécution de telles fonctions. Si la Compagnie fournit un chauffeur rémunéré à l'heure et un véhicule de la Compagnie, le chauffeur-propriétaire perd tout revenu pour le ou les jours en question.

12.03 **Congé de maternité, congé de paternité et congé d'adoption**

Les employés se verront accorder une absence autorisée aux fins du congé de maternité, du congé de parental, conformément au *Code canadien du travail*.

Les chauffeurs-propriétaires auront droit à un congé non payé aux fins de congé de maternité, du congé de paternité et du congé d'adoption, dont la durée est la même que celle à laquelle a droit un employé rémunéré à l'heure, conformément au *Code canadien du travail*. Les chauffeurs-propriétaires sont tenus de faire tout leur possible pour assurer la couverture de la route. Si le chauffeur-propriétaire n'a pas de chauffeur de relève à sa disposition, la Compagnie assurera la couverture de la route et conservera le revenu tiré de la route.

12.04 **Congé de soignant**

Les employés rémunérés à l'heure auront droit à un congé de soignant conformément au *Code canadien du travail*.

12.05 **Congé personnel et de maladie**

Les employés à temps plein, à temps partiel, à temps partiel non assignés et occasionnels qui ont complété trois (3) mois consécutifs d'emploi continu auprès de la Compagnie auront droit à un maximum de treize (13) jours de congé payé pour maladie ou raisons personnelles et deux (2) jours non payés par année calendrier, à utiliser à leur discrétion pour des raisons de maladie ou personnelles.

Durant la première année d'emploi, l'allocation de jours de congé personnel/maladie sera calculée au prorata en fonction du nombre de mois travaillés dans l'année calendrier. Tous les employés doivent, dans la mesure du possible, planifier leurs congés personnels/maladie à l'avance et en informer leur supérieur. Pour les événements imprévus ou maladie, les employés doivent aviser leur supérieur dès que possible et avant le début de leur quart de travail.

Les congés personnels/maladie doivent être pris par tranche minimale d'une (1) journée complète.

Les employés à temps plein et à temps partiel verront leurs congés personnels/maladie payés au taux horaire régulier pour les heures normales de travail.

« Taux horaire régulier » est défini comme le taux horaire applicable à la classification de l'employé conformément à l'annexe provinciale.

« Heures normales de travail » sont calculées comme les heures quotidiennes prévues, excluant les heures supplémentaires.

Les employés à temps partiel non assignés et occasionnels verront leurs congés personnels/maladie payés comme suit : « Heures normales de travail » seront calculées comme la moyenne des heures quotidiennes travaillées, excluant les heures supplémentaires, pour les vingt (20) jours travaillés immédiatement avant le premier jour de congé payé, conformément aux dispositions du Code canadien du travail.

À la fin de chaque année civile, tout jour de congé personnel/maladie non utilisé sera payé au taux régulier, comme suit :

- C.-B. : Tous les jours non utilisés des 7 premiers jours de l'allocation. Tout employé ayant pris plus de 7 jours ne sera pas admissible au paiement.
- AB. : Tous les jours non utilisés des 6 premiers jours de l'allocation. Tout employé ayant pris plus de 6 jours ne sera pas admissible au paiement.
- MAN./SASK. : Tous les jours non utilisés des 6 premiers jours de l'allocation. Tout employé ayant pris plus de 6 jours ne sera pas admissible au paiement.
- ON (non clérical) : Tous les jours non utilisés des 3 premiers jours de l'allocation. Tout employé ayant pris plus de 3 jours ne sera pas admissible au paiement.
- ON. (clérical) : Tous les jours non utilisés des 4 premiers jours de l'allocation. Tout employé ayant pris plus de 4 jours ne sera pas admissible au paiement.
- QC : Tous les jours non utilisés des 3 premiers jours de l'allocation. Tout employé ayant pris plus de 3 jours ne sera pas admissible au paiement.
- N.-É. Tous les jours non utilisés des 5 premiers jours de l'allocation. Tout employé ayant pris plus de 5 jours ne sera pas admissible au paiement.

12.06 **Autres congés**

a) Si un employé désire un congé pour des raisons autres que celles mentionnées dans la présente convention collective, il doit présenter une justification appropriée par écrit à la Compagnie le plus tôt possible. La Compagnie convient de ne pas refuser une demande légitime ou raisonnable sans motif valable, à la condition que le congé en question ne perturbe pas les activités commerciales.

b) Aucun congé, sauf disposition contraire de la présente convention collective, ne sera accordé pour une durée supérieure à soixante (60) jours, à l'exclusion du congé annuel.

c) Les congés prolongés au-delà des soixante (60) jours prévus au présent article ne sont accordés que d'un commun accord entre la Compagnie et le Syndicat, par écrit.

ARTICLE N13 – PÉRIODES D'ESSAI

Employés

13.01 Tous les nouveaux employés sont considérés être à l'essai pendant les quatre-vingt-dix (90) jours suivant le début de leur emploi, à la suite de quoi ils sont inscrits sur la liste d'ancienneté et leur ancienneté est établie rétroactivement à partir de leur dernière date d'embauche.

Chauffeurs-propriétaires

13.02 Les parties conviennent que lorsqu'un nouveau chauffeur-propriétaire est embauché hors de l'unité de négociation, sa période d'essai est assujettie aux règles suivantes :

a) Un chauffeur-propriétaire à l'essai a une période d'essai de quatre-vingt- dix (90) jours à partir de son premier jour de travail, après quoi il est considéré comme un chauffeur-propriétaire régulier.

b) Un chauffeur-propriétaire à l'essai n'est pas tenu ni mandaté d'acheter ou de louer son propre véhicule jusqu'à ce qu'il termine sa période d'essai. Il aura alors trente (30) jours calendrier à compter de la date de la fin de la période d'essai pour obtenir le véhicule requis et les documents pertinents.

c) Un chauffeur-propriétaire à l'essai peut louer ou louer à court terme un véhicule pour assurer sa route pendant la période d'essai, à la condition que le véhicule réponde aux particularités liées à la capacité de sa route et aux exigences d'assurance, en vertu de la convention collective actuelle.

d) Un chauffeur-propriétaire à l'essai qui choisit de fournir un véhicule lui appartenant ou d'acheter ou de louer un véhicule neuf ou d'occasion peut le faire, mais la Compagnie n'assume aucune responsabilité si le chauffeur- propriétaire à l'essai est remercié avant la fin de sa période d'essai.

e) L'entreprise s'engage à agir de bonne foi pendant l'évaluation des chauffeurs-propriétaires à l'essai, notamment en offrant un encadrement pour les problèmes de rendement qui peuvent survenir.

ARTICLE N14 – LANGAGE DE LA CONVENTION COLLECTIVE

14.01 Les parties conviennent de tenir une réunion trimestrielle pour chaque province pendant la durée de la présente convention collective. Chaque année, au moins l'une de ces réunions a lieu en personne à un seul endroit. Lors de ces réunions, les parties examineront les articles de chacune des annexes régionales et chercheront à rédiger un libellé clair et généralement acceptable sur des questions non monétaires comme base pour la prochaine ronde de négociations sur les conventions collectives. Pour chaque article, les parties chercheront à produire un texte national et, au besoin, une série de dispositions régionales ayant un « langage convenu » et des domaines où il reste des différends de rédaction. L'objectif est de générer un langage commun et cohérent qui est clair, accessible aux employés et qui ne soulève pas de différend relatif à l'interprétation.

14.02 À moins que les parties n'en conviennent autrement, les personnes qui assistent à ces réunions sont : un président d'unité nationale, les présidents d'unités provinciales, un représentant de la section locale, des représentants nationaux et au moins un membre de la haute direction. La

Compagnie couvre les frais raisonnables de déplacement, d'hébergement et de repas, sur présentation de pièces justificatives, pour les employés et chauffeurs-propriétaires qui assistent à ces réunions. Les frais afférents à des réunions additionnelles en personne doivent être convenus par les parties avant la planification de telles réunions.

ARTICLE N15 – UNIFORMES

15.01 La Compagnie fournit de nouveaux uniformes lorsqu'ils sont nécessaires et en assume les frais d'entretien et de nettoyage. Les employés et les chauffeurs-propriétaires doivent prendre soin de leurs uniformes et les garder en bon état. Tous les uniformes sont remis à la Compagnie au moment où l'employé ou le chauffeur-propriétaire quitte son emploi.

15.02 La Compagnie fournit à chaque employé et à chaque chauffeur-propriétaire qui conduit un véhicule l'uniforme standard suivant :

Distribution générale :

Cinq (5) polos (combinaison de manches courtes ou longues, ou au choix de l'employé ou du chauffeur-propriétaire)

Cinq (5) pantalons

Une (1) casquette

Cinq (5) shorts

Article saisonnier :

Un (1) parka d'hiver doublé ou blouson d'aviateur Un (1)

imperméable

Un (1) polar

Une (1) tuque

Cinq (5) pantalons d'hiver doublés

15.03 La Compagnie fournit un uniforme au personnel d'entrepôt, aux spécialistes au comptoir à la clientèle et aux commis, y compris les vêtements d'hiver dont ils raisonnablement besoin pour accomplir leur travail. Tout employé qui travaille dans l'entrepôt reçoit les vêtements appropriés. Tout employé d'entrepôt qui désire porter des salopettes en reçoit trois (3) paires.

15.04 La Compagnie fournira des manteaux d'hiver aux employés d'entrepôt qui en ont besoin pour accomplir leurs tâches. Elle fournit également un manteau et un pantalon imperméables au personnel qui travaille sur l'aire de trafic. Elle fournira également aux employés de la rampe un ensemble de vêtements homologués pour conditions arctiques, lorsque nécessaire, sans frais pour l'employé.

15.05 Les vêtements d'été doivent être commandés le 1er avril et ceux d'hiver, le 1er septembre, pour arriver à temps.

15.06 L'uniforme doit être porté pendant les heures de travail.

15.07 Tous les articles d'uniforme susmentionnés sont fournis sans frais aux employés. Ils sont remplacés lorsqu'ils sont usés.

15.08 **Vêtements adaptés au genre**

À la demande d'un employé, et si disponible, la Compagnie fournira des vêtements adaptés au genre.

Remarque : les articles suivants sont actuellement disponibles :

- Polo performant à manches courtes pour femmes
- Short cargo pour femmes
- Pantalon cargo pour femmes
- Pantalon cargo d'hiver pour femmes

ARTICLE N16 – EXAMENS MÉDICAUX/RETOUR AU TRAVAIL

16.01 **Processus de retour au travail**

Les parties reconnaissent l'importance d'offrir aux employés et aux chauffeurs-

propriétaires toutes les occasions raisonnables de retourner au travail le plus tôt possible après une absence résultant d'une maladie ou d'une blessure. Elles conviennent également que l'intervention hâtive est un ingrédient clé du succès d'un programme de réadaptation. Lorsqu'un employé ou un chauffeur-propriétaire demande ou que la Compagnie offre une assignation de travail modifié ou allégé ou un accommodement médical en raison d'une invalidité ou lorsqu'un employé ou un chauffeur-propriétaire retourne au travail après une absence résultant d'une maladie ou d'une blessure, la Compagnie peut exiger un rapport médical confirmant son état de santé, son aptitude au travail, ses limites ou le pronostic.

Dans l'application du présent article, les parties s'attendent à ce que l'employé ou le chauffeur-propriétaire :

a) consulte un médecin (le sien s'il est disponible) immédiatement après avoir subi une blessure ou une maladie qui pourrait l'empêcher de se présenter au travail;

b) autorise le médecin traitant à communiquer immédiatement à la Compagnie (mais uniquement au représentant de la Compagnie responsable de la gestion des invalidités) toute information utile en ce qui concerne la blessure ou la maladie pour que la Compagnie puisse offrir une assignation de travail modifié ou allégé;

c) coopère avec le programme de retour au travail de la Compagnie, sous réserve des lignes directrices de la CAT.

Dans l'application du présent article, la Compagnie convient qu'un rapport médical sera uniquement demandé à un médecin à moins que le médecin traitant de l'employé ou du chauffeur-propriétaire ne donne son autorisation.

16.02 **Situations d'accommodement**

a) Le Syndicat est informé de toutes les situations de travail modifié, de travail allégé ou d'accommodement en cours.

b) Le Syndicat est informé de toutes les mesures de travail modifié, de travail allégé ou d'accommodement.

c) Toutes les situations de travail modifié, de travail allégé ou d'accommodement sont obligatoirement examinées après une période individuellement convenue.

d) Aucune disposition du présent article n'est utilisée pour priver le travailleur de son droit à des indemnités de la CAT, à des indemnités hebdomadaires, à des prestations d'invalidité de longue durée ou à d'autres prestations.

e) La Compagnie fournit au Syndicat une liste de toutes les assignations de travail modifié ou de travail allégé en cours.

16.03 **Examen médical**

En l'absence d'un rapport médical du médecin de l'employé ou du chauffeur-propriétaire, ou à la discrétion raisonnable du Service des ressources humaines de la Compagnie, la Compagnie peut demander un examen médical indépendant en application de l'article 16.01.

Les frais engagés pour obtenir le rapport médical ou effectuer l'examen médical exigé par la Compagnie sont alors couverts par la Compagnie.

16.04 **Conditions applicables à l'examen médical**

Lorsque la Compagnie exige un examen médical en vertu de l'article 16.03, les conditions ci-dessous s'appliquent :

a) Lorsque l'examen médical a lieu pendant les heures de travail normales de l'employé ou du chauffeur-propriétaire, celui-ci est payé pour le temps nécessaire pour passer l'examen et donc, ne subit pas de perte de salaire, et les frais de déplacement sont couverts par la Compagnie.

b) Outre les dispositions qui précèdent sur l'examen médical, la Compagnie convient que lorsqu'un employé ou un chauffeur-propriétaire conduisant un véhicule motorisé dans le cadre d'un emploi tombant sous le coup des articles 1 à 5 de la Liste des types de classification pour les permis de conduire doit se soumettre, à la demande d'une agence, d'un assureur ou d'un autre organisme approprié, à un examen médical pour vérifier qu'il a effectivement le droit de conduire un véhicule motorisé équipé de freins à air visé par les articles 1 à 5 susmentionnés, la Compagnie doit payer cet
examen, si celui-ci n'est pas payé par le programme de bien-être en vertu duquel
l'employé ou le chauffeur-propriétaire est couvert.

16.05 Advenant le cas où, à la suite de l'examen médical exigé à l'article 16.03, un employé ou un chauffeur-propriétaire est jugé physiquement incapable d'exercer les principales tâches de son emploi, la procédure décrite ci-dessous s'applique :

a) Les parties font tous les efforts pour trouver un poste qui convient à l'employé ou au chauffeur-propriétaire. Si celui-ci doit être reclassé en raison de son incapacité, il est rémunéré selon l'annexe régionale applicable. Les parties doivent s'entendre par écrit sur toutes les exceptions aux dispositions d'ancienneté de la convention collective. La situation de l'employé ou du chauffeur-propriétaire en assignation de travail allégé est examinée conjointement par les deux parties au moins une fois par année. Aux fins du présent alinéa, les parties sont représentées par le président de l'unité provinciale, le représentant national ou son remplaçant, le gestionnaire des Ressources humaines et le gestionnaire du district ou son remplaçant.

b) Lorsqu'aucun poste ne convient à l'employé frappé d'incapacité, celui-ci est mis en congé de maladie sans solde.

c) Lorsque le médecin permet à l'employé frappé d'incapacité d'être assigné à un travail allégé, mais qu'aucun poste ne convient, l'employé peut continuer à recevoir les indemnités hebdomadaires, selon le nombre de semaines permises par son assurance-invalidité.

De plus, lorsque l'employé ou le chauffeur-propriétaire en assignation de travail allégé s'avère inapte à la tâche, il peut recommencer à recevoir les indemnités hebdomadaires sans que cela n'ait d'incidence négative sur son régime d'assurance.

16.06 Toute situation tombant sous le coup de la CAT est régie par la politique et les pratiques de la CAT en vigueur en matière de réadaptation professionnelle. Si le programme de réadaptation échoue ou donne lieu à un différend, la procédure d'appel en vertu de la loi applicable en matière d'indemnisation des accidents du travail prévaut.

16.07 Tous les renseignements médicaux personnels requis ou fournis en vertu du présent article sont traités par la Compagnie dans la plus grande confidentialité. Toute compagnie d'assurance ou toute autre tierce partie est tenue par la Compagnie de maintenir la même norme de confidentialité.

ARTICLE N17 – DESCRIPTIONS DE POSTE

Les descriptions de poste sont élaborées selon les dispositions des annexes provinciales.

ARTICLE N18 – ROUTES ET MODIFICATIONS DE ROUTES (EXCLUANT L'ONTARIO)

18.01

La Compagnie peut apporter des modifications à une route de chauffeur-propriétaire lorsqu'il y a eu des défaillances de service constantes sur une route, un manquement constant aux services à heure ou jour déterminé, une perte constante de clients, une perte constante de revenus, ou lorsque la Compagnie estime qu'un réacheminement est nécessaire pour des raisons commerciales. Les modifications de route doivent être effectués par secteur et non sur la base d'un client individuel, sauf si les exigences de service de ce client sont à l'origine du réacheminement. Une modification de route par la Compagnie peut également découler d'une demande de révision de route par un chauffeur-propriétaire lorsque la Compagnie fait une modifications pour remédier à une baisse de revenus.

Les modifications aux routes sont distinctes des conversions horaires et l'avis de conversion peut être donné en parallèle avec l'avis d'un réacheminement mineur ou majeur.

Lorsqu'une modification de route concerne un seul chauffeur-propriétaire et qu'une nouvelle route est créée, le chauffeur-propriétaire pourra choisir entre les deux routes. Si le chauffeur-propriétaire choisit la route générant le revenu le plus faible, l'indemnité de réacheminement sera calculée sur la route ayant le revenu le plus élevé.

De plus, les nouveaux clients dans la zone de route d'un chauffeur-propriétaire seront offerts en priorité à ce dernier, à condition qu'il puisse répondre aux exigences de service définies par le client et respecter les normes de service de la Compagnie.

Si la modification d'une route entraîne une perte de revenus pour un chauffeur-propriétaire, celui-ci recevra une indemnité unique calculée comme suit :

- Revenu quotidien avant la modification d'une route moins revenu quotidien après la modification, multiplié par cinquante (50).

- Le revenu avant la modification d'une route sera calculé à partir du T-4A du revenu de l'année précédente, divisé par le nombre de jours travaillés dans l'année. Si le chauffeur-propriétaire est sur la route depuis moins d'un an, le revenu total gagné sur la route sera divisé par le nombre de jours travaillés sur cette route.

- Le revenu après la modification d'une route sera calculé sur les cinquante (50) premiers jours de revenus après la modification, divisé par cinquante (50).

18.02 **Modification mineure de route**

Une modification mineure de route se produit lorsque la Compagnie modifie jusqu'à vingt-cinq pour cent (25 %) des routes totales d'un dépôt à un moment donné.

La Compagnie rencontrera le chauffeur-propriétaire concerné et le syndicat pour discuter des modifications de route au moins vingt (20) jours calendrier avant leur entrée en vigueur. Lors de cette rencontre, la Compagnie fournira les données de routage utilisées pour déterminer les modifications. Les niveaux de service globaux, sur une route ou des routes spécifiques, ne doivent pas tenir compte des problèmes hors du contrôle du chauffeur-propriétaire. Le chauffeur-propriétaire disposera de cinq (5) jours ouvrables pour répondre par écrit avec ses suggestions afin de résoudre les problèmes de service, lesquelles seront prises en considération par la Compagnie. Il est entendu que toute modification découlant de cette rencontre pourra entraîner une mise en œuvre ultérieure convenue des changements.

En cas de modification mineure, le ou les chauffeurs-propriétaires auront le droit de conserver leur route ou d'exercer leur droit de supplantation conformément à la convention collective.

Lorsque les dispositions de supplantation d'une annexe provinciale ne prévoient pas le droit de supplanter un chauffeur-propriétaire junior, ce droit existera en cas de modification mineure.

18.03 **Modification majeure de route**

Une modification majeure de route se produit lorsque la Compagnie modifie plus de vingt-cinq pour cent (25 %) des routes totales d'un dépôt ou d'une province à un moment donné.

La Compagnie rencontrera le syndicat pour discuter des modifications de route au moins trente (30) jours calendrier avant leur entrée en vigueur. Lors de cette rencontre, la Compagnie fournira les données de routage utilisées pour déterminer les modifications. Les niveaux de service globaux, sur une route ou des routes spécifiques, ne doivent pas tenir compte des problèmes hors du contrôle du chauffeur-propriétaire.

Dans les sept (7) jours calendrier suivant l'avis, la Compagnie rencontrera les chauffeurs-propriétaires concernés pour discuter des changements proposés. Le chauffeur-propriétaire disposera de sept (7) jours calendrier pour répondre par écrit avec ses suggestions afin de résoudre les problèmes de service, lesquelles seront prises en considération par la Compagnie. Il est entendu que toute modification découlant de cette rencontre pourra entraîner une mise en œuvre ultérieure convenue des changements.

En cas de modification majeure, les parties conviennent d'utiliser la méthode de supplantation sur papier afin de minimiser les perturbations et accélérer le processus. Chaque chauffeur-propriétaire aura le droit de conserver sa route si elle demeure disponible ou d'exercer son droit de supplantation conformément à la convention collective.

Lorsque les dispositions de supplantation d'une annexe provinciale ne prévoient pas le droit de supplanter un chauffeur-propriétaire junior, ce droit existera en cas de réacheminement majeur.

Les informations suivantes seront fournies à tous les chauffeurs-propriétaires concernés :

- Zone de service définie
- Taille du véhicule
- Nombre moyen d'arrêts estimés
- Nombre moyen de pièces estimées
- Nombre moyen de kilomètres estimés
- Dépôt associé

N18.04 **Défaillance de service**

Une modification de route n'inclut pas les situations où un chauffeur-propriétaire est sanctionné pour des problèmes liés au service, entraînant le retrait d'un ou plusieurs arrêts individuels de sa route.

ARTICLE N19 – DEMANDES DE RÉVISION DE ROUTE (EXCLUANT L'ONTARIO)

19.01

Les chauffeurs-propriétaires peuvent demander une révision de route à tout moment, et ces demandes seront traitées de manière accélérée selon la procédure suivante :

1) Un superviseur ou un gestionnaire peut organiser une observation en accompagnement sur la route dans un délai de sept (7) jours ouvrables suivant la réception de la demande par écrit. Lorsque plusieurs demandes de révision de route sont reçues en même temps ou si le superviseur ou le gestionnaire est indisponible, il est entendu que le délai de sept (7) jours ouvrables peut être prolongé.

2) Un minimum de six (6) semaines de données de route à partir de la date de la demande sera utilisé, jusqu'à un maximum de six (6) mois de données. Lorsqu'il y a une augmentation ou une diminution importante du volume (par exemple, période de pointe) dans l'ensemble des données, la Compagnie tiendra compte de cet impact dans son évaluation.

3) Les mesures suivantes s'appliqueront si une révision de route, basée sur une route entièrement desservie, révèle une baisse de revenus supérieure à 30 % par rapport au revenu estimé affiché (si la route existe depuis moins d'un (1) an) ou par rapport au revenu moyen de l'année précédente (si la route existe depuis plus d'un (1) an) :

   (a) La Compagnie peut procéder à une révision de route pour remédier à la baisse de revenus du chauffeur-propriétaire, et cette une révision de route individuelle ne sera pas considéré comme une révision mineur; ou

   (b) Si aucune modification de route n'a lieu, le chauffeur-propriétaire peut exercer ses droits de supplantation conformément aux dispositions de la convention collective. Lorsque les dispositions de supplantation d'une annexe provinciale ne prévoient pas le droit de supplanter un chauffeur-propriétaire junior, ce droit existera dans le cadre d'une révision de route.

4) La Compagnie veillera à ce qu'une équipe de cadres supérieurs du département des opérations soit affectée de manière continue afin de faciliter la résolution rapide des différends découlant des demandes de révision de route.

ARTICLE N20 – FLEXIBILITÉ DES ROUTES

Advenant le cas où un chauffeur-propriétaire est incapable d'effectuer des livraisons ou des cueillettes dans sa zone, les membres de la haute direction se réservent le droit d'assigner les arrêts aux routes environnants afin d'assurer le service aux clients. Cette mesure ne doit pas être utilisée de façon récurrente, mais de manière ponctuelle ou comme solution à court terme.

Il est également convenu que la position de la Compagnie est que tous les postes de chauffeurs horaires doivent avoir une certaine flexibilité selon les besoins d'exploitation de la Compagnie et les niveaux de service offerts aux clients. Il est également entendu que l'ancienneté sera respectée dans l'application du présent article.

ARTICLE N22 – AVANTAGES SOCIAUX

22.01 Les avantages sociaux sont ceux prévus dans l'annexe provinciale applicable, à l'exception de ceux-ci :

a) Optométriste : L'employé a droit au remboursement des frais d'un examen de la vue jusqu'à concurrence de cent (100$) par année, lorsque celui-ci n'est pas couvert par le régime d'assurance-maladie de la province.

b) Soins de la vue : L'employé a droit au remboursement à 100 % des frais pour soins de la vue pour lui et ses personnes à charge admissibles jusqu'à concurrence de trois cents cinquante dollars (350 $) pour toute période de vingt- quatre (24) mois consécutifs.

c) Services professionnels de santé mentale : 1 000 $ par année calendrier pour l'ensemble des praticiens combinés, ce qui inclut psychologue, psychothérapeute et maître en travail

social.

d) Prestations d'invalidité de courte durée : Les prestations d'invalidité de courte durée débutent le premier jour de l'accident ou de l'intervention chirurgicale ou le quatrième jour de maladie. Les prestations s'élèvent à 70 % des revenus hebdomadaires moyens pour les quinze (15) premières semaines, jusqu'à concurrence du maximum de l'assurance-emploi plus cent (100$) dollars. Aux fins du présent alinéa, les revenus hebdomadaires moyens sont calculés sur les six (6) semaines précédant l'invalidité.

e) Prestations d'invalidité de plus longue durée

La Compagnie mettra à la disposition des employés admissibles un programme d'invalidité de plus longue durée. L'admissibilité commence après quinze (15) semaines. Le régime prévoit un revenu d'invalidité correspondant à soixante-dix pour cent (70 %) de la rémunération hebdomadaire moyenne, jusqu'au maximum de l'assurance-emploi, plus cent dollars (100 $) par semaine. La période totale d'invalidité sera d'un maximum de deux (2) ans, calculée à partir du début de la réclamation pour invalidité de courte durée.

Les parties reconnaissent que les améliorations passées et futures au régime d'avantages sociaux offerts aux employés et chauffeurs- propriétaires satisfont l'exigence de l'assurance-emploi visant la réduction du taux de cotisation d'assurance-emploi. Toutes les économies réalisées grâce à la réduction du taux de cotisation d'assurance-emploi serviront à supporter l'augmentation des coûts engagés par la Compagnie pour maintenir les régimes d'avantages sociaux assurés des employés offerts en vertu de la présente convention collective.

f) Assurances vie, mort accidentelle et mutilation : Les employés ont droit à une assurance-vie équivalent à un et un-quart pourcent (1,25 %) de leur revenu, jusqu'à concurrence de 50 000 $. Pour fins de clarté, dans les provinces où l'on offre une assurance forfaitaire de 50 000 $ par employé, cette assurance reste la même.

ARTICLE N23 – COMITÉ DE NÉGOCIATION

23.01 Le Syndicat convient que son comité de négociation sera composé d'un maximum de 20 personnes, qu'il choisira. La Compagnie convient qu'aucun employé ou chauffeur-propriétaire ne subit de perte de salaire pour les jours passés à négocier avec elle.

23.02 La responsabilité de la traduction pendant le processus de négociation incombera à la Compagnie. L'entreprise déterminera la meilleure méthode pour assurer une traduction efficace pendant le processus de négociation.

ARTICLE N24 – TRAVAIL SUPPLÉMENTAIRE & ASSIGNATION TEMPORAIRE LONG TERME

24.01

Chaque établissement et chaque service affichent deux listes de disponibilité de travail supplémentaire aux deux semaines à l'intention des membres du Syndicat de l'établissement.

Il y a une liste de travail supplémentaire à court terme, qui doit être utilisée pour des situations de dernière minute et quotidiennes. Tout travail supplémentaire est attribué selon l'ancienneté, étant entendu que le membre du Syndicat doit posséder les compétences ou les permis requis pour le travail.

Il y a une liste de travail supplémentaire à long terme, qui doit être utilisée pour tout travail supplémentaire d'une durée prévisible de cinq (5) jours ou plus. Le candidat qualifié le plus ancien occupe le poste pendant la durée de l'absence à moins qu'il ne choisisse de postuler un emploi permanent ou du travail supplémentaire à court terme ou à long terme qu'il préfère davantage.

Si, pour une raison quelconque, la Compagnie n'offre pas à un membre du Syndicat le travail supplémentaire auquel il aurait eu droit, elle lui paie les heures supplémentaires perdues au cours de la période de paie actuelle ou suivante.

Tout travail supplémentaire doit être offert d'abord aux membres du Syndicat à temps partiel et à temps partiel non affectés pour compléter leurs heures, jusqu'à huit (8) heures par jour, puis à tous les employés selon l'ancienneté.

Les employés en assignation de travail modifié sont autorisés à faire des heures supplémentaires à la condition que les tâches soient adaptées à leurs restrictions.

Les heures supplémentaires offertes aux membres du Syndicat sur la liste de travail supplémentaire à court terme ne peuvent pas entrer en conflit avec leurs heures ou leurs quarts de travail réguliers.

Lorsqu'un employé qui s'est inscrit sur la liste de travail supplémentaire refuse du travail supplémentaire à trois (3) reprises consécutives, la Compagnie n'est pas tenue de lui offrir à nouveau du travail supplémentaire pendant les soixante (60) jours suivants. Aux fins d'application de la présente disposition, la Compagnie remet un avis écrit à l'employé en présence d'un délégué syndical, établissant la date de début de la période de soixante (60) jours. Il appartiendra à la Compagnie de démontrer qu'elle a effectivement offert le travail à l'employé.

Le travail supplémentaire qui n'est pas la continuation d'un quart de travail normal est rémunéré au taux courant du travail offert.

Lorsqu'un employé bilingue permanent est absent pour quelque raison que ce soit, le travail sera d'abord offert à un employé bilingue compétent, au taux approprié.

24.02 **Assignation Temporaire Long Terme**

Une assignation à long terme est définie comme une vacance prévue pour une durée supérieure à deux (2) semaines pour des raisons telles que :

- CNESST, WSIB, maladie ou invalidité
- Congés autorisés
- Congé de maternité ou de paternité
- Vacances
- Tout travail supplémentaire pouvant raisonnablement durer plus de deux (2) semaines

Toutes les assignation à long terme (ALT) doivent être affichées et attribuées aux membres selon l'ancienneté. À la fin d'une ALT, les membres doivent retourner à leur poste d'origine. Si le poste d'origine n'existe plus, le membre peut exercer ses droits conformément à son annexe provinciale.

La durée de toute assignation à long terme (ALT) ne doit pas dépasser douze (12) mois. Une fois cette durée maximale atteinte, le poste doit être réaffiché et attribué selon l'ancienneté conformément à la convention collective, sauf prolongation par accord mutuel. Dans les cas où une ALT couvre un congé de maternité, la durée de l' assignation peut être prolongée jusqu'à dix-huit (18) mois afin de tenir compte de la période de congé spécifique.

ARTICLE N25 – SUPPLANTATION (BUMPING)

La Compagnie respecte les principes d'ancienneté énoncés dans chaque annexe régionale applicable. Les parties conviennent de coopérer pleinement afin de réduire la réaction en chaîne d'une supplantation, d'accélérer le processus et de limiter les perturbations à un maximum de cinq (5) jours au total après que les renseignements utiles ont été entièrement fournis. Les parties conviennent également de mettre en œuvre une seule supplantation (papier) dans toute situation qui cause de multiples déplacements.

ARTICLE N26 – DURÉE DE LA CONVENTION COLLECTIVE

La présente convention collective est en vigueur à compter du 1er janvier 2025 inclusivement, jusqu'au 31 décembre 2028, inclusivement. Par la suite, elle reste en vigueur d'une année à l'autre sous réserve du droit de l'une ou l'autre partie à la présente convention collective dans les quatre (4) mois précédant immédiatement la date d'expiration ou la date anniversaire de toute année subséquente de demander par écrit à l'autre partie d'entamer la négociation collective dans le but de conclure ou de renouveler une convention collective ou d'en négocier une nouvelle.

ARTICLE N27 – MAXIMISATION DES HEURES

Bien que la Compagnie ait le droit d'afficher des quarts de travail de différentes durées tel que le prévoit la présente convention collective, elle affichera d'abord des quarts de travail d'une durée maximale de huit (8) heures.

La Compagnie et le délégué syndical d'un dépôt se réunissent une fois par mois pour examiner toutes les heures et établir les affichages futurs ou existants.

La Compagnie doit également maximiser les quarts de travail de moins de huit (8) heures en combinant toutes les heures disponibles de manière à obtenir des quarts d'aussi près de huit (8) heures que possible. Cela comprend les heures des employés à temps partiel, sans affectation.

ARTICLE N28 – DROIT AUX VACANCES

À compter du 1er janvier 2018, les droits aux vacances pour les employés permanents à temps plein ou à temps partiel sont normalisés et améliorés, comme suit :

Les droits à congé annuel de tous les employés seront déterminés conformément au présent article, sauf pour la province de Québec, où les droits sont régis conformément à l'annexe provinciale jusqu'au 1er janvier 2021, date à laquelle le présent article s'appliquera.

Employés de bureau

Années de service	Nombre de semaines	Pourcentage des gains	Nombre d'heures
Une (1)	Trois (3)	6 %	112,5
Cinq (5)	Quatre (4)	8 %	150
Douze (12)	Cinq (5)	10 %	187,5
Vingt (20)	Six (6)	12 %	225

Employés autres que les employés de bureau

Années de service	Nombre de semaines	Pourcentage des gains	Nombre d'heures
Une (1)	Deux (2)	4 %	80
Trois (3)	Trois (3)	6 %	120

Cinq (5)	Quatre (4)	8 %	160
Douze (12)	Cinq (5)	10 %	200
Vingt (20)	Six (6)	12 %	240

Remarque : Les droits des employés à temps partiel sont calculés au prorata des revenus, tel qu'il est prévu dans l'annexe provinciale applicable.

ARTICLE N29 – HEURES EXCESSIVES

La Compagnie conçoit chaque route de chauffeur-propriétaire de façon qu'il puisse être terminé en dix (10) heures, aller-retour au point d'attache, à moins que le chauffeur- propriétaire n'en convienne autrement par écrit. Pour plus de clarté, cela comprend les formalités pré- et post-route usuelles et le chargement ou le déchargement, mais pas les heures d'entrepôt payées. Lorsqu'une route dépasse systématiquement dix (10) heures, le chauffeur-propriétaire abordera la question avec son superviseur, qui envisagera de résoudre la situation grâce au processus de flexibilité des routes. Il est entendu que le chauffeur-propriétaire et la Compagnie travailleront ensemble pour compléter la route jusqu'à ce que la question soit résolue.

ARTICLE N30 – MISE À PIED ET INDEMNITÉ DE DÉPART

30.01 **Circonstances donnant lieu à des indemnités de départ**

1. Employés horaires : En cas de licenciement d'un employé horaire en raison (i) de la fermeture d'un établissement; (ii) de la sous-traitance de travail; (iii) de la consolidation d'activités; (iv) d'un licenciement économique; ou (v) de l'abolition d'une route horaire résultant d'une fermeture, de la sous-traitance de travail ou de la consolidation d'activités, la Compagnie accorde une indemnité de départ à la personne concernée, tel qu'il est indiqué ci-dessous.

   En cas de mise à pied, un employé horaire est tenu d'épuiser toutes les possibilités de supplantation avant d'être admissible à une indemnité de départ, sauf mention contraire dans l'annexe provinciale applicable.

2. Chauffeurs-propriétaires : En cas de cessation de l'entente d'affaire d'un chauffeur-propriétaire en raison (i) de la fermeture d'un établissement; (ii) de sous-traitance du travail; (iii) de l'abolition d'une route; ou (iv) de la consolidation d'activités, la Compagnie accorde une indemnité de départ au chauffeur-propriétaire concerné, tel qu'il est indiqué ci-dessous.

30.02 **Indemnités de départ**

1. Employés horaires à temps plein : Deux (2) semaines de salaire par année de service (au prorata) sur la base de quarante (40) heures par semaine au taux des heures normales pour les employés à temps plein. L'indemnité de départ sera versée à raison de trois (3) semaines par année de service (au prorata) pour chaque année excédant vingt (20) ans. Pour les employés à temps partiel et les employés occasionnels, les indemnités sont calculées à partir de la moyenne des salaires gagnés pendant les douze (12) mois précédents. Les employés horaires touchés continuent à bénéficier des garanties pour soins médicaux et soins dentaires jusqu'à l'expiration de la période de cessation d'emploi applicable ou d'une période de six mois, selon la première éventualité. L'indemnité de départ comprendra l'indemnité de départ prévue par la loi.

2. Chauffeurs-propriétaires : Deux (2) semaines de salaire par année de service (au prorata) sur la base de quarante (40) heures par semaine au taux des heures normales des chauffeurs horaires de cueillette et de livraison par région.

L'indemnité de départ sera versée à raison de trois (3) semaines par année de service (au prorata) pour chaque année excédant vingt (20) ans.

ARTICLE N31 – AUGMENTATIONS DE SALAIRE

Les augmentations de salaire seront appliquées rétroactivement à partir du 1er janvier 2025 à tous les taux et classifications, y compris le transport de ligne :

1er janvier 2025 : cinq pour cent (5 %)

1er janvier 2026 : trois et demi pour cent (3,5 %)

1er janvier 2027 : trois et un quart pour cent (3,25 %)

1er janvier 2028 : quatre pour cent (4,00 %)

Allocation RAIC/DA – Les employés qui doivent détenir une RAIC/DA dans le cadre de leurs fonctions recevront une allocation annuelle de deux cent cinquante dollars (250 $) (au prorata pour les années partielles).

ARTICLE N32 – DÉFINITION D'ENTREPÔT AEROPORTUAIRE

Les postes de planificateur de charge, de spécialiste de vérification de charge et de coordonnateurs de la sécurité au sol sont considérés comme des postes d'entrepôt aéroportuaire.

Ces postes sont rémunérés au taux de salaire des chauffeurs en Colombie-Britannique et en Alberta.

ARTICLE N33 – MÉTHODOLOGIE DE PAIEMENT NATIONALE (EXCLUANT LES CHAUFFEURS-PROPRIÉTAIRES DE L'ONTARIO)

33.01

À compter du 1er juillet 2025, la méthode de paiement nationale sera utilisée pour les chauffeurs-propriétaires à l'exception des chauffeurs-propriétaires AZ/Longue distance et des cyclistes, qui sont couverts par des lettres d'entente ou des annexes provinciales distinctes.

33.02

Pour la période de rétroactivité entre l'expiration de la convention collective 2024 et le 1er juillet 2025 (ou la date de mise en œuvre des nouveaux taux), tous les chauffeurs-propriétaires, à l'exception du Québec et des chauffeurs longue distance, recevront un paiement forfaitaire unique équivalent à cinq pour cent (5 %) de leurs montants facturés, sauf les paiements de carburant. L'ajustement négocié en vigueur le 1er juillet 2025 (ou la date de mise en œuvre des nouveaux taux) est reflété dans les taux d'arrêt, pièce, kilomètre, du taux de paiement qualité et du minimum quotidien indiqués ci-dessous. Il est convenu que tous les taux de d'arrêt, de pièce, de kilomètre et le minimum quotidien augmenteront chaque année de la convention collective comme suit :

1er janvier 2026 : trois et demi pour cent (3,5 %)

1er janvier 2027 : trois et un quart pour cent (3,25 %)

1er janvier 2028 : quatre pour cent (4,00 %)

Les augmentations ci-dessus seront arrondies au cent supérieur et appliquées après les ajustements salariaux uniques mentionnés ci-dessus.

33.03

Les chauffeurs-propriétaires doivent facturer et être payés facturer et seront payés pour la prestation d leurs services selon la formule suivante :

Taux de base

(Nombre d'arrêts × taux par arrêt de 3,50$)

+ (Nombre de kilomètres parcourus × taux par kilomètre de 0,88$)

+ (Nombre de pièces × taux par pièce de 0,32$)

Le taux de base est soumis au multiplicateur de véhicule approprié. Le multiplicateur doit correspondra à la taille du véhicule indiquée dans l'affichage du poste pour la route ou tel que convenue par écrit entre la Compagnie, le Syndicat et le chauffeurs-propriétaires:

¾ tonne : aucun multiplicateur

1 tonne : 1,06

3 tonnes : 1,12

Ce taux de base ajusté pour le véhicule sera ensuite majoré de :

+ Paiement qualité – soixante-cinq dollars (65,00 $) – payé conformément à l'article N34

33.04

Conformément à chaque annexe provinciale, l'employeur fournira également toute remise ou ajustement applicable sur le carburant pour la conduite quotidienne réelle, excluant les déplacements domicile-travail, les déplacements pour les repas ou autres affaires personnelles.

Les montants versés dans le cadre de ce programme figureront sur le relevé du chauffeurs-propriétaires comme un item distinct. Tout ajustement de remise de carburant sera payé en sus du minimum quotidien.

33.05 **Minimums (incluant l'Ontario)**

a) Les chauffeurs-propriétaires (sauf Alberta) recevront une garantie quotidienne de trois cent trente-cinq dollars (335,00 $) pour un véhicule de ¾ tonne. Elle sera payée à un montant supérieur selon le multiplicateur pour un véhicule de 1 tonne ou 3 tonnes. Si le minimum en vigueur pour ces véhicules au 31 décembre 2024 est plus élevé, les chauffeurs-propriétaires conserveront ce minimum comme taux à titre de « clause grand-père » jusqu'à ce que le minimum national le dépasse.

b) Les chauffeurs-propriétaires de l'Alberta recevront le minimum quotidien en vigueur à Calgary au 31 décembre 2024 et le conserveront à titre de « clause grand-père » jusqu'à ce que le minimum national atteigne le taux en vigueur à Calgary ou le dépasse.

c) Les paiements pour carburant et le le travail effectué en entrepôt s'ajoutent à la garantie quotidienne.

d) Si les colis d'une route sont « flexé » sans l'approbation d'un superviseur (tel que défini à la section N20) et que tous les colis prévus ne sont pas livrés ou tentés d'être livrés le jour même, la garantie quotidienne ne s'applique pas et le paiement sera basé uniquement sur le taux de base. Si la non-livraison de colis résulte d'événements externes hors du contrôle du chauffeur-propriétaire, la garantie demeure applicable. Le chauffeur-propriétaire doit en informer son gestionnaire dès que possible.

33.06 **Taux spéciaux**

Tout taux spéciaux ou circonstances particulières seront traitées entre le Syndicat, la Compagnie et le chauffeur-propriétaire au niveau provincial par lettre d'entente.

33.07 **Tâches en entrepôt**

Lorsque requis par la Compagnie, les chauffeurs-propriétaires seront rémunérés conformément à la convention collective pour le travail normalement effectué par la classification d'employé d'entrepôt. Cette rémunération ne s'applique pas aux tâches liées à la route du chauffeur-propriétaire. Les revenus provenant du travail en entrepôt ne doivent pas être inclus dans les calculs du revenu d'une route ni utilisés pour calculer la moyenne des revenus d'un chauffeur-propriétaire. Pour précision, ces revenus ne font pas partie de la garantie minimum quotidienne. Si une annexe provinciale prévoit un taux supérieur à celui de la classification d'employé d'entrepôt, ce taux s'applique et sera maintenu à titre de « clause grand-père ».

33.08 **Péages**

La Compagnie paiera tous les péages routiers ou de traversier requis sur la route assignée au chauffeur-propriétaire.

33.09 **Travail les jours fériés, samedis et dimanches**

Le travail le samedi, dimanche ou jour férié est facultatif.

Lorsque, pour répondre aux besoins des clients, la Compagnie assigne un chauffeur-propriétaire à travailler sur sa route un jour férié, samedi ou dimanche, le chauffeur-propriétaire sera rémunéré à 1,5 x le taux de base ajusté pour le véhicule et recevra également 1,5 x le paiement qualité applicable. En Ontario, la rémunération sera basée sur 1,5 x « core zone », arrêts et pièces, ainsi que 1,5 x le paiement qualité applicable.

Il est entendu que tous les chauffeurs-propriétaires n'ont pas à se voir offrir du travail ces jours-là, la disponibilité étant basée sur les volumes prévus. Les pratiques provinciales/régionales seront maintenues sauf entente locale révisée.

Les minimums quotidiens seront payés s'ils s'appliquent.

33.10 **Réunions obligatoires (y compris Ontario)**

Lorsqu'un propriétaire-exploitant doit assister à une réunion obligatoire convoquée par la Compagnie, il sera rémunéré au taux du chauffeur maximal. Cela exclut les PD (considérés comme facultatifs).

33.11 **Directive de facturation (y compris Ontario)**

La facture du chauffeur-propriétaire constitue le registre officiel du travail effectué et soumis à la Compagnie pour traitement du paiement. Il est obligatoire que toutes les factures et documents connexes soient complétés de manière lisible, honnête et exacte et soumis quotidiennement afin de garantir. Cela garantit la transparence et la vérifiabilité des transactions, maintenant l'intégrité du processus de paiement. Le non-respect de ces normes peut entraîner des retards ou des litiges de paiement.

Le Guide de facturation établit les termes et définitions qui seront utilisés à l'échelle nationale par les chauffeurs-propriétaires pour compléter les factures.

Le Guide :

a) sera mis à la disposition de tous les chauffeurs-propriétaires.

b) sera révisé en consultation avec le Syndicat;

c) ne sera pas modifié pendant la durée de la convention collective sauf avec le consentement du Syndicat.

ARTICLE N34 - CRITÈRES DE LA PRIME DE QUALITÉ

Dans toutes les provinces, le paiement de la prime de qualité des chauffeurs- propriétaires sera basé sur deux critères seulement, chacun d'eux représentant la moitié du montant total admissible:

1) Ramassages – 100 %, tous les ramassages attribués sont effectués à temps chaque jour;

2) Chargement du véhicule par rapport à livraison – 96 % ou plus.

Le montant total admissible à la prime de qualité sera défini dans chaque annexe provinciale.

Les chauffeurs-propriétaires ne seront pas pénalisés s'ils n'atteignent pas les objectifs ci-dessus pour des raisons indépendantes de leur volonté. Dans de telles situations, le chauffeur-propriétaire doit porter à l'attention des gestionnaires le problème à l'origine de cette circonstance pour qu'ils prennent une décision.

ARTICLE N35 - ÉTABLISSEMENT DES HORAIRES

D'un commun accord, par écrit, entre la Compagnie et le Syndicat, un horaire de travail de quatre (4) jours, à dix (10) heures consécutives par jour, à l'exclusion de la pause dîner, sera établie.

ARTICLE N36 - FACTURATION ÉLECTRONIQUE

36.01

Pendant la durée de la présente convention, la Compagnie prévoit de mettre en œuvre la facturation électronique pour les chauffeurs-propriétaires, laquelle sera basée sur les événements scannés. La transition vers ce nouveau système de facturation sera assujettie à des règles et procédures détaillées qui seront discutées et examinées par le Syndicat et la Compagnie avant sa mise en œuvre. Le Syndicat recevra une copie complète des communications et/ou du matériel de formation avant que ceux-ci ne soient transmis aux chauffeurs-propriétaires.

36.02

Afin de soutenir la gestion des activités de Ramassage et de Livraison (PUD) des chauffeurs-propriétaires, la Compagnie utilisera les données provenant des scanners et des applications internes de la Compagnie. Les Chauffeurs-propriétaires recevront un rapport fiable contenant ces données, lequel sera réconcilié avec les factures des chauffeurs-propriétaires. En cas de divergence, le chauffeurs-propriétaires doit signaler son problème dans les quarante-huit (48) heures suivant la réception du rapport électronique à son Superviseur immédiat, afin de rectifier les écarts manuels.

ARTICLE N37 – DÉFINITIONS

37.01 **Nombre singulier**

Pour les besoins de la traduction vers le français, le nombre singulier comprendra également plusieurs personnes ou plusieurs choses de même nature, lorsque le contexte justifie un tel élargissement.

37.02 **Genre masculin**

Pour les besoins de la traduction vers le français, le genre masculin comprendra à la fois le masculin

et le féminin, à moins que le contexte ne montre explicitement qu'il s'applique à l'un ou l'autre.

ARTICLE N38 – POINTS DE RENCONTRE

La Compagnie ne mettra en place aucun nouveau point de rencontre sur une route de chauffeur-propriétaire sans l'accord mutuel conjoint du Syndicat et de la Compagnie, ni n'introduira un nouveau point de rencontre à la suite d'une modification de routes.

Les parties conviennent que lorsqu'une partie donne avis de son intention de discuter des points de rencontre, elle devra fournir un préavis de soixante (60) jours.

Les parties se réuniront et s'entendront sur les éléments suivants : avis, consultation, fourniture de données, compensation relative aux points de rencontre, y compris une discussion sur toute rémunération de déplacement, stationnement, indemnité journalière, compensation accrue pour le carburant, tâches d'entrepôt, etc., qu'elles jugent appropriées. Cela inclura également la discussion de l'option de départ indemnitaire conformément à l'article N30 ainsi que des dispositions de supplantation requises en vertu de cet article.

ARTICLE N39 – PELLICULE DE VYNILE (WRAP)

Les chauffeurs-propriétaires sont autorisés à utiliser une pellicule vinyle (wrap) à la place de la peinture. La pellicule doit correspondre au ton de peinture approuvé par DHL. La pellicule doit être d'un type résistant aux conditions climatiques, empêchant toute détérioration qui normalement ne surviendrait pas dans le processus de peinture.

ARTICLE N40 – AFFICHAGE DE POSTE POUR POSTES DE CHAUFFEUR-PROPRIÉTAIRES (EXCLUANT L'ONTARIO)

Lorsqu'un poste vacant survient pour quelque raison que ce soit, la Compagnie l'affichera dans un délai de sept (7) jours calendrier à l'échelle provinciale. Ledit poste vacant sera affichée pendant sept (7) jours calendrier afin que les employés horaires et les chauffeurs-propriétaires puissent soumettre leur candidature par écrit.

La Compagnie s'engage à afficher les renseignements suivants lorsqu'une route devient disponible :

- Zone de service définie ;
- Taille du véhicule ;
- Nombre moyen estimé d'arrêts ;
- Nombre moyen estimé de pièces ;
- Nombre moyen estimé de kilomètres ;

La Compagnie comblera le poste vacant avec le candidat qualifié le plus ancien de la province.

La Compagnie fournira au candidat retenu une confirmation de l'attribution de l'affichage dans un délai de sept (7) jours calendrier.

La Compagnie fera tous les efforts raisonnables afin que les postes soient occupés par le candidat retenu dans un délai de vingt-cinq (25) jours calendaires.

ARTICLE N41 – INTELLIGENCE ARTIFICIELLE, AUTOMATISATION ET ROBOTIQUE

L'intelligence artificielle, l'automatisation et la robotique transforment les industries à l'échelle mondiale. Le Syndicat et la Compagnie conviennent qu'il est impératif de reconnaître les conséquences potentielles de l'intelligence artificielle, de l'automatisation et de la robotique et d'y répondre de manière proactive.

1. Transparence et consultation:

   Dans la mesure du possible, la Compagnie donnera un préavis au Syndicat lorsqu'elle prévoit introduire l'intelligence artificielle, l'automatisation ou la robotique dans le milieu de travail d'une manière qui affecte les travailleurs et/ou les fonctions de travail.

   À la suite de ce préavis, les parties se rencontreront afin de discuter de la nature et du calendrier de la mise en œuvre et d'identifier les travailleurs concernés.

2. Formation et développement des compétences:

   Les parties discuteront de la nécessité de toute formation, perfectionnement ou ressource éducative visant à soutenir les travailleurs concernés.

3. Évaluation des impacts et mesures d'atténuation:

   Les parties discuteront des mesures raisonnables pour atténuer les impacts négatifs sur les membres de l'unité de négociation, le cas échéant.

4. Compensation et avantages équitables:

   Dans les cas où l'intelligence artificielle, l'automatisation ou la robotique entraîne une perte d'emploi, la Compagnie fournira une indemnité de départ conformément à l'article N30 à chaque employé et chauffeur-propriétaire concerné ; elle maintiendra les avantages sociaux et de santé prolongés pendant six (6) mois pour chaque employé et chauffeur-propriétaire bénéficiant de tels avantages au moment de la perte ; et elle soutiendra les employés et chauffeurs-propriétaires en offrant des services de rédaction de curriculum vitae et de soutien au placement professionnel.

ARTICLE N42 – MODÈLE DE CHEF D'ÉQUIPE

Modèle national de chef d'équipe

Il y aura un seul modèle national de chef d'équipe qui s'appliquera indépendamment de la classification ou du traitement lié à la prime.

La Compagnie pourra décider, à sa discrétion, si elle souhaite ou a besoin d'un chef d'équipe sur un quart de travail ou dans une zone de travail.

Les chefs d'équipe seront sélectionnés par l'Employeur, à sa discrétion, à la suite d'un processus d'appel de candidatures. Les candidats admissibles seront ceux qui travaillent sur le quart ou dans la zone de travail, ayant un minimum de dix-huit (18) mois de service et ne faisant l'objet d'aucun dossier disciplinaire ni d'aucune enquête.

L'Employeur pourra, à sa discrétion, choisir de lancer un nouveau processus d'appel de candidatures ; toutefois, il ne le fera que lorsqu'un chef d'équipe en poste aura été informé de préoccupations concernant son rendement et aura bénéficié d'un délai d'au moins trente (30) jours pour remédier à ces préoccupations avant un nouvel affichage.

Annexe nationale A – Contrat de chauffeur-propriétaire

Le contrat de chauffeur-propriétaire comporte TROIS parties : 1) l'entente d'affaire, 2) l'annexe sur les assurances et 3) le tableau des honoraires.

ENTENTE D'AFFAIRE

INTERVENUE DANS LA VILLE DE _____CE ___ JOUR DE _____ _____ 202__.

ENTRE : **DHL Express (Canada), Ltée**

ayant son siège social au
18 Parkshore Drive Brampton
(Ontario) L6T 5M1
(ci-après appelée « DHL »)

ET :

(nom complet)

(adresse et code postal)

(ci-après appelé le « chauffeur-propriétaire »)

ATTENDU QUE DHL est un transporteur public par véhicule motorisé et qui, dans le cours normal de ses activités, a besoin des services de chauffeurs-propriétaires;

ATTENDU QUE le chauffeur-propriétaire a présenté une demande à DHL pour conclure une entente pour la fourniture de services de transport à l'aide de son propre équipement selon les modalités et les conditions établies ci-dessous;

ATTENDU QUE le chauffeur-propriétaire confirme qu'il a les permis, l'équipement, les connaissances et les compétences nécessaires pour utiliser un véhicule commercial au profit de DHL;

LES PARTIES CONVIENNENT MUTUELLEMENT DE CE QUI SUIT :

TERME

1. La présente entente entre en vigueur à la date de signature et le reste jusqu'à ce que l'une ou l'autre partie y mette fin en cas de manquement.

2. La présente entente peut être résiliée, à la discrétion raisonnable de l'une ou l'autre partie, à l'expiration d'un préavis écrit de trente (30) jours envoyé à l'autre partie.

HONORAIRES

3. Le tableau des honoraires est joint à la présente à titre de « Tableau A ». Les honoraires sont versés au chauffeur-propriétaire aux deux (2) semaines.

4. La rémunération versée au chauffeur-propriétaire comprend une indemnité de vacances, une

indemnité d'avantages sociaux, un congé de deuil et des congés fériés. Il incombe au chauffeur-propriétaire de payer les indemnités que la loi exige.

BUT DE L'ENTENTE

5. La présente entente décrit les modalités et les conditions applicables à la fourniture de prestations à la satisfaction de DHL et de ses clients.

OBLIGATIONS DU CHAUFFEUR-PROPRIÉTAIRE

6. Le chauffeur-propriétaire accepte les obligations suivantes :

   a) maintenir en tout temps les permis et licences exigés par la loi ainsi que se conformer à toutes les lois et à tous les règlements fédéraux et provinciaux applicables; (la présente ne s'applique pas aux chauffeurs-propriétaires de longue distance de l'Ouest dans la province de l'Ontario)

   b) dans la province de l'Ontario, les parties conviennent de l'article A10 concernant les chauffeurs de remplacement;

   c) obtenir et maintenir une couverture d'assurance, tel que plus amplement décrit à l'annexe A des présentes;

   d) signaler sans tarder à l'assureur approprié et à DHL, tout accident ou blessure et toute réclamation susceptible d'avoir une incidence sur DHL et collaborer complètement avec DHL et toute autre personne nommée par DHL ou au nom de cette dernière pour l'enquête et le règlement de la réclamation d'assurance;

   e) s'assurer de sauvegarder les meilleurs intérêts de DHL et de ses clients en réalisant ses activités de manière sécuritaire, efficace et professionnelle;

   f) fournir de façon fiable et constante de l'équipement sûr et des services suffisants et satisfaisants qui répondent aux besoins de DHL et de ses clients;

   g) faire tous les efforts raisonnables pour respecter les heures de livraison sauf en cas d'empêchements causés par des intempéries, des problèmes de fonctionnement ou de circonstances extraordinaires indépendantes de sa volonté;

   h) s'assurer de fournir, lorsqu'il y a lieu, des chauffeurs de remplacement ou des assistants compétents et détenant les permis nécessaires ainsi que faire les retenues et les paiements exigés par la loi, y compris les retenues à la source;

   i) reconnaître le droit de DHL de modifier les secteurs de service de temps à autre, lorsque la chose est nécessaire pour le service ou l'efficacité conformément à la convention collective de l'unité de négociation.

7. Le chauffeur-propriétaire accepte que, dans l'exercice de la présente convention collective, particulièrement en ce qui a trait à la perception d'argent au nom de DHL, il assume toutes les obligations légales d'une personne responsable de l'administration de la propriété d'autrui.

GÉNÉRALITÉS

8. Il est expressément convenu entre les parties que DHL rejette toute responsabilité envers le chauffeur-propriétaire ou des tierces parties, pour des services ou des fournitures qu'elle a fournies au chauffeur-propriétaire. En cas de réclamation résultant des fournitures ou services fournis, le chauffeur-propriétaire accepte d'indemniser DHL et de plaider le cas à sa place.

9. DHL peut, de temps à autre, demander au chauffeur-propriétaire une preuve du respect de ses obligations. Sur demande, le chauffeur-propriétaire fournira à DHL une autorisation écrite pour la vérification de son statut et l'exécution de ses obligations contractuelles envers un gouvernement ou une personne.

10. Par la présente, DHL accorde au chauffeur-propriétaire une licence d'utilisation de ses nom commercial, marques de commerce et logos dans son secteur de service pour la durée de la présente entente. Le chauffeur-propriétaire reconnaît n'avoir aucun droit de propriété sur les noms, marques et logos et qu'au moment de retirer l'équipement du service, pour quelque raison que ce soit, il devra retirer tous les symboles, insignes, décalcomanies ou autres marques d'identification avant que lui soient versés ses derniers paiements.

11. Le chauffeur-propriétaire convient que, pendant le terme de la présente entente et, dans tous les cas, à la résiliation de l'entente, il ne sollicitera pas les clients de DHL ni ne concurrencera directement ou indirectement avec DHL pour les clients de DHL, pendant une période de trois (3) mois suivant la fin de l'entente.

12. Le chauffeur-propriétaire et ses employés, partenaires ou associés n'ont droit à aucun avantage social ni à aucun droit qui pourrait être accordé à un employé de DHL, et notamment le régime de retraite de la Compagnie, les cotisations au

régime de pensions du gouvernement, l'assurance dentaire ou médicale, l'assurance-vie, l'assurance-invalidité ou l'assurance-emploi.

13. DHL et le chauffeur-propriétaire reconnaissent et conviennent que la présente constitue un contrat de service et que le chauffeur-propriétaire est, en ce qui a trait à tous les besoins de la présente entente, réputé être un entrepreneur dépendant aux seules fins du *Code canadien du travail*. La présente entente ne vise en aucun cas à créer une relation juridique de partenariat, d'employeur-employé ou de mandataire- mandaté.

14. DHL fournit au chauffeur-propriétaire une carte détaillée de sa route; la carte fait partie de la présente entente et peut être modifiée en conformité avec la convention collective.

15. Chaque route doit être occupée par un seul chauffeur/une seule personne. Aucun chauffeur ne sera autorisé à occuper plus d'une route. Chaque route sera attribuée à un seul chauffeur-propriétaire. Aucun chauffeur-propriétaire ne sera autorisé à occuper de façon permanente plus d'une route dans l'ensemble des installations combinées..

16. La Compagnie est responsable des billets de stationnement reçus pendant les heures normales de travail, sauf ceux qui sont reçus pour le stationnement dans une voie réservée aux pompiers, devant des bornes incendie, dans des places réservées aux personnes handicapées et pour des infractions relatives au stationnement, qui seront la responsabilité du chauffeur-propriétaire.

17. La Compagnie convient que le chauffeur-propriétaire pourra faire appel à un autre chauffeur-propriétaire pour rapporter son fret à l'établissement à la fin de sa journée. Le Syndicat convient que le chauffeur-propriétaire doit être disponible pour un compte rendu mobile. L'entreprise peut interdire à un chauffeur- propriétaire d'avoir recours à cette procédure s'il a été reconnu coupable de négligence dans les procédures de compte rendu ou de facturation, sous réserve du droit de grief du Syndicat.

18. Tant que l'entente d'affaire est en vigueur, aucun chauffeur-propriétaire ne fournira de services de ramassage et de livraison pour une entreprise qui fait concurrence à DHL.

SIGNÉE, APPROUVÉE ET CONCLUE EN BONNE ET DUE FORME :

DHL EXPRESS (CANADA), LTÉE

Par :

Témoin :

Chauffeur-propriétaire : Président de

l'unité provinciale

Assurance responsabilité et dommages

Le chauffeur-propriétaire doit, à ses frais et sans qu'il en coûte quoi que ce soit à DHL Express (Canada) Ltée (DHL), obtenir et conserver pendant la durée de la présente entente l'assurance décrite ci-dessous pour le véhicule et dans le cadre de la prestation des services qu'il doit fournir dans le cadre de la présente entente.

a) Une assurance de responsabilité civile automobile offrant une couverture d'au moins 2 000 000 $ par sinistre sur tout véhicule utilisé par le chauffeur-propriétaire pour fournir ses services à DHL aux termes de la présente entente, ainsi que toutes les assurances de responsabilité civile automobile pouvant être exigées en vertu des lois et règlements en vigueur.

b) Une assurance responsabilité civile générale offrant une couverture d'au moins 2 000 000 $ par sinistre contre les réclamations découlant de dommages corporels ou de décès, ainsi que contre les réclamations découlant de dommages ou de destruction causés aux biens de DHL et de ses clients, y compris la perte de jouissance de ces biens, et toute autre assurance pouvant être exigée par DHL et dont les modalités sont jugées raisonnablement acceptables par DHL. Ce contrat d'assurance doit contenir un avenant qui prévoit spécifiquement toutes les responsabilités contractuelles du chauffeur-propriétaire convenues aux termes de la présente entente

L'assurance précitée doit être souscrite auprès d'un assureur jugé raisonnablement acceptable par DHL. Le chauffeur-propriétaire doit également fournir à DHL une attestation d'assurance prouvant qu'il a souscrit les assurances précitées avant la date de son entrée en service. Lesdites attestations d'assurances prouvant les couvertures susmentionnées doivent également contenir les dispositions suivantes :

La Compagnie DHL Express (Canada), Ltée doit être désignée sur les polices d'assurance à titre d'assurée additionnelle, mais seulement en ce qui a trait à la responsabilité pouvant découler de l'exécution de la présente entente :

1) le chauffeur-propriétaire et les assureurs consentent à renoncer à tous les droits de subrogation contre DHL;

2) les polices doivent contenir des clauses prévoyant la divisibilité des intérêts et la responsabilité réciproque;

3) les assureurs doivent envoyer à DHL un préavis écrit de trente (30) jours avant toute résiliation ou modification importante des polices.

Tableau « A » – Honoraires

Les frais des chauffeurs-propriétaires sont traités conformément à l'article N33 et, le cas échéant, par l'annexe régionale.

LETTRE NATIONALE D'ENTENTE

Entre

DHL EXPRESS (CANADA), LTÉE
(ci-après appelée « la Compagnie »)

ET

UNIFOR
(ci-après appelé « le Syndicat »)

TRAVAIL MOBILE POUR EMPLOYÉS HORAIRE

Alors que la Compagnie continue de se conformer à sa politique mondiale concernant le travail mobile, telle qu'elle peut être modifiée de temps à autre à la discrétion de la Compagnie (et qui est entrée en vigueur le 1er janvier 2024), elle ajustera la flexibilité du travail à distance au niveau local pour les postes de bureau admissibles, conformément à la politique locale.

POUR LA COMPAGNIE:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

POUR LE SYNDICAT:

Sivadas Santhosh

Gary Millen

Krishna Jaiswal

Evon Koduah

Adrian Furlani

Joe Cannon

Asif Kazi

Ahmed Raees

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Gord McGrath

Kristian Nielsen

Amneek (Ricky) Johal

Gurvinder Badesha

Clayton Rowsell

Alex Tokhi

Sergio Suarez

Basil Murshid

Elwood Shand

Kevin Campbell

Herb Armas

Guy Furet

Benoit Potvin

Darelene McIvor

Frank Wright

Robin Dudley

Tyler Haydey

Mario Santos

LETTRE NATIONALE D'ENTENTE

Entre

DHL EXPRESS (CANADA), LTÉE
(ci-après appelée « la Compagnie »)

ET

UNIFOR
(ci-après appelé « le Syndicat »)

RAYON X

Suite de la ratification de la convention collective, une prime nationale pour les personnes exerçant la fonction de rayons X en entrepôt sera versée au taux d'un dollar et cinquante cents (1,50 $) par heure travaillée dans la fonction de rayons X.

Il n'y aura aucun cumul de cette prime avec d'autres primes.

POUR LA COMPAGNIE:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

POUR LE SYNDICAT:

Sivadas Santhosh

Gary Millen

Krishna Jaiswal

Evon Koduah

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Frank Wright

Robin Dudley

Tyler Haydey

Mario Santos

LETTRE NATIONALE D'ENTENTE

Entre

DHL EXPRESS (CANADA), LTÉE
(ci-après appelée « la Compagnie »)

ET

UNIFOR
(ci-après appelé « le Syndicat »)

PRIME DE CHEF D'ÉQUIPE

Suite de la ratification de la convention collective, la classification de chef d'équipe sera retirée en Alberta et au Manitoba/Saskatchewan – annexe de la Convention Collective. Les classifications de chef d'équipe en Ontario demeureront.

Les personnes actuellement classifiées comme chef d'équipe en Alberta ou au Manitoba/Saskatchewan seront réintégrées au taux salarial de leur classification d'origine et recevront une prime pour les heures travaillées lorsqu'elles seront affectées comme chef d'équipe à l'avenir.

La prime nationale de chef d'équipe sera versée au taux d'un dollar et cinquante cents (1,50 $) par heure aux chefs d'équipe qui ne sont pas dans une classification de chef d'équipe.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
	Sivadas Santhosh
Glenn Gardner	*Gary Millen*
Nicholas Halary	*Krishna Jaiswal*
Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
	Asif Kazi
	Ahmed Raees
	Alain Daigle
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Guy Furet

Benoit Potvin

Darelene McIvor

Frank Wright

Robin Dudley

Tyler Haydey

Mario Santos

Ratifié le 28 juin, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 114

BRITISH COLUMBIA – HOURLY APPENDIX

Effective January 1, 2025 to December 31, 2028

BRITISH COLUMBIA – HOURLY APPENDIX
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ARTICLE B1 - UNION RECOGNITION

1.17 (j) 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 and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested.

Should the Unit Chairperson be an Owner Operator the Company agrees to cover their route for the assigned day(s) off with an hourly employee and the Owner Operator shall receive all revenue from their route as if they had performed the work themselves or alternatively should the Owner Operator agree to provide their own relief driver then the Owner Operator shall be paid $347.46 for that day (note: adjust as per annual negotiated increases in 2026, 2027, 2028) above the actual revenue their route generates that day to cover their relief driver's costs. The Unit Chairperson shall select which option they wish to use.

The Company further agrees to provide the Unit Chairperson with $25 per month for the use of their personal cell phone.

1.28 **Regional Union-Management Liaison Meetings**

The Regional Area Director or Designate of the Company shall meet with each Chief Steward, or Designate, from an area, on a monthly basis, with an agenda and supporting documentation, for the purpose of reviewing the casual list, grievances and dealing with other labour-management items. This review shall be for the purpose of converting, where applicable, casuals to regular part-time or full-time status as directed by the Casual Articles.

The information outlined below shall be provided to each applicable Chief Steward at least twenty-four (24) hours prior to these meetings. This information shall be discussed and reviewed in detail at each meeting.

Owner Operators

(i) Seniority report.

(ii) Current routes and boundaries identifying route number and Owner Operator.

(iii) Average bi-weekly revenue per Owner Operator.

Hourly Employees

All part-time and casual hours by employee showing:

(i) Seniority report including name, position, status, posted start time and finish time, and actual start time and finish time.

(ii) Where possible, the employee who was being covered each day.

(iii) Number of hours worked during each pay period for the previous six (6) month period.

(iv) All postings and temporary vacancies.

Each Chief Steward or Designate will not lose pay for these meetings.

The Unit Chair shall be provided with a copy of the information exchanged at any monthly meeting.

ARTICLE B6 – DISCIPLINE AND DISCHARGE PROCEDURES

6.05 **Suspension or Dismissal Procedure**

The following special procedure will apply when a more than one (1) day suspension or dismissal is contemplated.

(a) The employee will be notified of the charges as soon as the Company is prepared to present them. The Unit Chair person shall be notified at the same time.

(b) When the Union and the employee(s) are notified of the charge(s) as per 30.05 (a) above, an "investigative hearing" into the allegations shall be scheduled within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) of the charge(s) being presented.

(c) The Union and the employee will be given at least twenty-four (24) hours' notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty-four (24) hours prior to the hearing. After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty-four
(24) hours of the Company becoming aware of such evidence.

(d) The employee may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the employee out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed.

(e) The Chief Steward (and Unit Chairperson or Local Representative if requested) will be present at the investigatory hearing along with the employee.

(f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty (24) hour period after the hearing and such witnesses will be paid for their attendance at applicable rates.

(g) The Manager or supervisor must render their decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).

(h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.

(i) Violations of this procedure may render any resulting discipline null and void.

ARTICLE B9 – HEALTH & SAFETY

9.15 (a) The Union and the Company will immediately form an Ergonomic sub- Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.

(b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.

(c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

ARTICLE B10 - HEALTH AND WELFARE

10.01 (1) The Company shall provide a comprehensive Health and Welfare Plan to be fully paid by the Company. Attached hereto are brochures describing the various benefits forming the Health and Welfare Plan.

10.01 (2) The Company will provide the Medical and Hospital Services Plan for those eligible Employees who work a minimum of twenty (20) hours per week.

10.01 (5) **Dental Plan**

The Company will provide for posted Employees who have been employed a minimum of sixty (60) days a dental plan for such eligible Employees and their eligible dependents. The effective date of the dental plan is the first (1st) day of the calendar month following ninety (90) days after the date the Employee was awarded the posting. The Company agrees that there will be no changes in current benefit levels or eligibility rules as a result of a change in insurance carrier(s).

10.01 (7) **Accident Insurance Plan**

The Company will make available to eligible Employees and their dependents a Group Accident Insurance Plan for those Employees who voluntarily enroll in the Plan who continue to pay the required monthly premium.

10.01 (8) **Felonious Assault Insurance**

The Company will provide Felonious Assault Insurance for all Employees on the payroll from the date of employment in the amount of twenty thousand ($20,000) dollars.

10.01 (9) **Benefit Cheques Remitted Directly to Employees**

The Company agrees that all benefit cheques that an eligible Employee is entitled to from the insurance carrier shall be sent directly to the eligible Employee from the insurance carrier and not through the Company.

10.02 The Company agrees to provide all Employees with current details and information covering all Employee benefit programs for which Employees covered by this Agreement are entitled to participate.

ARTICLE B12 - LEAVE OF ABSENCE

12.01 (1) **Bereavement Leave**

(b) For the purposes of bereavement leave, the definition of immediate family will be extended to aunts/uncles, nieces/nephews, and any relative in the Employee’s domicile, in addition to article N12.01 b

12.01 (4) **Medical Leave of Absence**

An Employee 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 in conjunction with Article 16.

ARTICLE B17 - JOB DESCRIPTIONS

17.01 Job descriptions for all office classifications shall be formulated and included by Memorandum of Agreement into this Collective Agreement by way of addition to Article B37 - Definitions.

ARTICLE B27 - SCHEDULE OF HOURS AND OVERTIME

27.01 **Work Day, Work Week and Overtime**

(a) 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 and up to ten (10) hours will be paid at time and one-half (1 ½) times basic rate and all hours worked over ten (10) hours per day will be paid for at double time (2 X) the 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 Clerical Employees regularly scheduled to work a thirty seven and one half (37 ½) Hour Work Week: Clerical Employees who are scheduled to work a (37 ½) hour work week and who work in excess of thirty seven and one half (37 ½) hours a week and/or seven and one half (7 ½) hours a day will be paid at time and a half (1 ½) their hourly rate. Clerical employees, who work in excess of thirty nine and one half (39 ½) hours a week and/or nine and one half (9 ½) hours in a work day, will be paid at double time (2 X) their hourly rate.

(b) A day for the purpose of this clause shall be the scheduled start of an employee's shift and shall run until the start of the employee's next scheduled shift in a twenty-four (24) hour period.

(c) Payment of Overtime: All employees will be paid overtime for all hours in excess of eight (8) hours in a twenty-four (24) hour period commencing with the employee's scheduled start time.

(d) A casual scheduled employee will be paid overtime in excess of eight (8) hours from the start of their first assignment in a twenty-four (24) hour period or until their next schedule shift, whichever is less.

(e) Unscheduled casuals are to be called after all part-time and scheduled casuals have been offered the extra hours first for maximization. This is to be done in order of seniority.

27.02 **Minimum Scheduled Hours**

Employees will be paid according to their posted shift, however, no shift will be scheduled for less than four (4) consecutive hours (excluding split shifts). Any regular posted Employee working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.

27.03 **Minimum Pay**

(a) Any regular full-time or regular part-time Employee scheduled to report to work at a specified time by the Company, who starts work at the said time, shall be guaranteed a minimum of four (4) hours pay in lieu thereof

- unless the Employee quits, is voluntarily laid off or is discharged for cause prior to the completion of four (4) hours.

(b) Regular part-time Employees who are called and asked to report to work for extra hours/miles will be paid according to the amount of hours/miles worked. The availability of these hours/miles shall go to the most senior part-time Employee on shift, followed then by the part-time Employee most immediately available.

(c) Notwithstanding anything else in this Agreement, no employee shall receive less than four(4) hours of pay for any day that they report to work.

27.04 **Split Shifts**

All Employees working split shifts with a break of two (2) hours or more, excluding a lunch period of one (1) hour, will receive one-half (½) hour paid per day at straight time rate. No split shift shall exceed more than twelve (12) hours, then the thirteenth (13th) hour shall be at overtime rates. Only shifts of six (6) hours or greater in length can be split, Lower Mainland only.

The twelve (12) hours above may be extended by local arrangements agreed to in writing between the Local Union Representative and the Service Centre Manager, subject to a thirty (30) day cancellation notice by either party.

27.06 **Overtime**

(a) An Employee who works overtime in conjunction with their regular shift after two (2) hours shall be allowed a meal period of one-half (½) hour and an allowance of fifteen (15) dollars which is to be taken immediately following the completion of their regular shift, or as may be mutually agreed upon between the Company and the Employee.

(b) It is agreed that the Company will endeavour to make reasonable accommodation for those Employees who have family, parental, or medical obligations that make them unavailable for mandatory overtime. Such Employees will be required to advise the Company in writing of these situations and this will also make these Employees ineligible for voluntary overtime. If the situation changes for these Employees and they wish to be added to the extra work list, they must advise the Company in writing.

If a specific shift is likely to require overtime, the Company will identify such on the posting. In this situation, if an Employee bids on the shift they will not be able to invoke the above provision.

(c) Where an Employee is entitled to a meal allowance, the Company will issue a meal voucher and it will be the Employee's responsibility to redeem the voucher through either the cash counter or the petty cash custodian at their Branch. Subject to Revenue Canada requirements, it is understood that the meal allowance will be paid and processed as a non-taxable benefit. It will be paid by direct deposit.

(d) Overtime shall be offered by seniority first, based on department and classifications, wherever possible.

(e) In the event that employees have not finished assigned work within their scheduled shifts or volunteered for extra work, employees will be required by reverse seniority to remain on shift until all work has been completed or they have been permitted to depart the work site by the Supervisor or Manager.

27.07 **Pay on Temporary Assignments**

An Employee temporarily assigned to a higher rate position for two (2) hours or more shall receive the higher rate for their entire shift. An Employee temporarily assigned to a lower rated position shall not have their rate reduced.

27.08 **Overtime Banking**

Where an employee desires to bank their overtime, they shall request, in writing, indicating this, which shall be binding for one (1) year.

(a) Overtime which is banked during the calendar year shall be credited in terms of hours, and when taken as time off, shall be paid out at the same

hourly rate as banked. When an employee leaves the Company all banked hours accumulated during that calendar year shall be paid out in total. Banked overtime should be taken in scheduled eight (8) hour increments or as locally arranged in writing.

(b) The company shall keep a record of all banked overtime which shall be available for perusal by the employee.

(c) Example of banked hours:
One (1) hour at one and one half times (1 ½ X) one and one half (1 ½) hours banked
one (1) hour at double (2 X) time two (2) hours banked.

(d) Such time off will be taken at a mutually agreed date, consistent with the efficient operation of the Company.

(e) Employees hired after July 1, 1990 will not be eligible to bank overtime.

27.09 **Temporary Promotions**

An Employee engaged temporarily or an Employee temporarily promoted on account of an Employee being off duty due to sickness or similar cause, or on vacation or leave of absence, shall receive the rate applicable to the position on which temporarily employed.

27.10 **Rest Periods**

All Employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period. To clarify, the paid fifteen (15) minute paid rest period is considered time worked.

Employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

All shifts over five (5) consecutive hours or more shall have a one-half (1/2) hour unpaid meal period between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

27.11 **Preshift Overtime**

Any full-time Employee required to perform work before the scheduled starting time shall be compensated at the applicable overtime rate until the commencement of the scheduled shift. This will be calculated in fifteen (15) minute increments.

ARTICLE B28 - HOLIDAYS

28.01 The following Statutory Holidays will be observed:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	
Truth and Reconciliation Day	

28.02 **Eligibility**

Eligible Employee are those Employees who are regular full-time and regular part-time Employees who work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days.

28.03 An eligible Employee will be entitled to pay for the above-noted holidays although no work is performed, provided such Employee's work on the regular scheduled workdays 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.

28.04 **Holiday Pay**

Holiday pay will be computed by multiplying the Employee's basic straight time hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

A part-time posted Employee shall be paid a normal day's pay for the statutory holiday. For the purpose of this Article, a normal day's pay shall be understood to mean a part-time Employee's normal hourly earnings, exclusive of overtime, for the hours they have worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by the number of days worked to establish the hours to be paid for the Statutory Holiday. In the case of a normal day's pay for New Year's Day, Christmas Day, and Boxing Day will be counted as time worked, on the basis of the hours that the Employee was paid for those Statutory Holidays.

The Company agrees that a casual Employee shall be paid as per the existing Canada Labour Code.

28.05 Those Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regular schedule day of work.

If the holiday falls on a non-regular scheduled day of work, the Employee will receive their regular daily rate of pay.

28.06 If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he will be paid at their regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one half times (1 ½ X) for the day worked in addition to the holiday pay.

28.07 If a recognized holiday occurs during an Employee's vacation or on a regular day off, the Employee, at their 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 (1st) working day preceding the holiday or the first (1st) working day following the holiday.

28.08 In the event a Statutory (General) holiday is proclaimed by either the Federal or Provincial Government, such holiday shall also be observed if not already listed in the above holidays.

28.09 **Employee's Birthday Holiday**

Statutory Holiday Eligibility and Pay will be used for an Employee's Birthday Holiday. An employee must notify the Company in writing seven (7) calendar days in advance of their intent to take Employee's Birthday Holiday.

28.10 (a) Should an employee request to work their birthday and the Company is willing, then the rates of pay shall be as follows:

They would be allowed to work their birthday as a normal day and be provided with an additional day's pay in lieu of their birthday.

(b) In the event that the Company requests that the employee work their birthday, and the employee is willing, then the rates of pay shall be as follows:

They would be allowed to work their birthday, as a normal day and be provided with an additional one and one-half day's pay in lieu of their birthday.

ARTICLE B29 - VACATIONS

29.01 No later than January 15th of each year, the Company will post on the bulletin board a list of the Employees in order of seniority using the Employee's last anniversary date of employment.

29.02 **Vacation Selection**

Each Employee in order of seniority will select their desired time for vacation. An Employee shall be required to select their vacation dates within a maximum of forty-eight (48) 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 March 31st of each year. Any Employee who wishes to change their vacation selection after March 31st will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval. For the purpose of this Article, the Depots in the Lower Mainland shall be considered individual Branches.

29.03 (a) The Company shall permit at least twenty percent (20%) (taken to the nearest one (1) of the Employees in each job category) to take their vacation in any single Depot at any one time.

(b) (i) Employees shall be allowed to split their vacation entitlement, which must be declared prior to March 31st of each year. Seniority will apply to the entire vacation entitlement. Seniority will not apply to vacation requests received after March 31st, however, such requests will be allowed at the discretion of the Company on a first-come, first-serve basis.

(ii) Employees with more than three (3) years of service may split one (1) week of their vacation, per calendar year, into days. Employees wanting to book individual days shall have the right to do so, by seniority, in the period March 31st until April 15th. Any days not booked during that period, will be booked in accordance with 7.03 (b) (i).

(iii) 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 15th day of April of each year. Vacation to be calculated at the regular daily or regular weekly rate of pay.

Vacation Entitlement

29.04 Regular full-time Employees who have completed one (1) year as a regular full- time Employee, will receive two (2) weeks' vacation with eighty (80) hours pay at the rate they were receiving at their anniversary date or four percent (4%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

29.05 Regular full-time Employees who have completed three (3) years as a regular full-time Employee, will receive three (3) weeks' vacation with one hundred and twenty (120) hours pay at the rate they were receiving at their anniversary date or six percent (6%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

29.06 Regular full-time Employees who have completed five (5) years as a regular full-time Employee, will receive four (4) weeks' vacation with one hundred and sixty (160) hours pay at the rate they were receiving at their anniversary date or eight (8%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

29.07 Regular full-time Employees who have completed twelve (12) years as regular full-time Employees will receive five (5) weeks' vacation with two hundred (200) hours pay at the rate they were receiving at their anniversary date or ten (10%) percent of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

29.08 Regular full-time Employees who have completed twenty (20) years as regular full-time Employees will receive six (6) weeks' vacation with two hundred and forty (240) hours pay at the rate they were receiving at their anniversary date or twelve percent (12%) of their annual gross earnings for the twelve (12) months immediately preceding their anniversary date, whichever is the greater.

29.09 **Vacation Pay at End of Employment**

In the event that an Employee leaves the employ of the Company before the Employee is entitled to two (2), three (3), four (4), or five (5) weeks' of vacation, the Employee will receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) respectively as set forth in the National Framework Agreement as applicable based on length of service of the Employee's gross earnings for the anniversary year in which the Employee ends employment for which no vacation has been paid.

29.10 **Year of Service**

Fourteen hundred (1400) credited hours will constitute one (1) years service but no Employee will be permitted to accumulate more than one (1) years service or any additional fraction thereof in any single anniversary year.

29.11 **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 per the National Framework Agreement.

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

29.13 An Owner Operator who has transferred from hourly status is eligible to cash out their vacation pay after sixty (60) days service as an Owner Operator, or upon signing, whichever comes first.

29.14 Vacation pay shall be paid on a separate direct deposit when requested by the Employee giving two (2) week's notice in writing.

29.15 The above clauses shall be amended to reflect seven and one half (7 ½) hour full days for clerical workers.

ARTICLE B30 - PERSONAL LEAVE PAY

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

30.04 Personal Leave benefits will be integrated with Workers' Compensation benefits, unemployment, sickness, and disability insurance benefits. Under no circumstances will any combination of sick leave benefits, Workers' Compensation, and/or unemployment sickness, disability insurance benefits and bereavement leave benefits exceed an Employee's regular straight time daily or weekly rate of pay.

30.05 **Personal Days Off Payout**

(a) Dependent Contractor who has transferred from hourly status is eligible to cash out their PDO bank entitlement after sixty (60) days activity as a Dependent contractor, or upon signing, whichever comes first, at the ratio of one hundred percent (100%) of the value of each Personal Day Off not previously utilized.

(b) An employee who is permanently laid off or placed on retirement status may convert their PDO bank into a cash settlement at the ratio of one hundred percent (100%) for each Personal Day Off not previously utilized.

ARTICLE B31 - SENIORITY

31.01 (a) The Company and the Union accept the principle of seniority in lay-offs and rehiring and agree that if Employees possess the required minimum qualifications and ability, then length of continuous service will govern.

(b) If and when the Company opens up a new Depot then Employees that are presently employed will be given every opportunity to fill any vacancies in the new Depot before the Company hires new Employees. This shall be done in order of Branch seniority followed by Provincial seniority and by written request.

(c) Employees covered by this Agreement will be allowed to exercise their seniority in the areas of job posting and reductions in the work force, provided they possess the required minimum qualifications.

(d) It is agreed that the minimum qualifications committee will be struck as in the Letter of Understanding and in the case of bumping and posting the Employee will have a Trial period of ten (10) working days to confirm their ability for the requirements of the job.

In the event a person is found unsuitable for a new position within the ten (10) day trial period the following will apply:

Option # 1 - The person would return to their original position wherever possible.

Option # 2 - The person will exercise their seniority at the new location as per Article B32.02 (c).

31.02 The Company will issue and post two seniority lists as follows:

Provincial Seniority List

Depot Seniority List

These lists will be renewed every three (3) months with copies to the Chief Steward or Steward at each Depot and Local 114 office.

31.03 **Seniority Protests**

Protests in regard to seniority status of an Employee must be submitted in writing to the Company and Union Representatives.

31.04 **Casuals Report**

The Company shall provide to the Union, a monthly report of all casuals showing Service Centre/Depot, date of hire, classification and number of hours worked during each pay period for the previous six (6) month period.

31.05 **Loss of Seniority**

An Employee shall lose their seniority in any of the following events:

(a) is discharged for just cause or during the probationary period;

(b) voluntarily leaves the employ of the Company;

(c) fails to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail;

(d) fails to report for work for three (3) working days without notifying the Company, except for a bona fide emergency;

(e) is promoted and remains outside the bargaining unit for forty-five (45) calendar days or longer;

(f) has been on lay-off for a period of six (6) months or longer;

(g) transfers to another district or terminal within the Company but outside the bargaining unit;

(h) holds casual status, has not worked a shift in the previous six (6) months, has not been recalled, and has been offered and directly refused at least three (3) separate shifts during a four (4) consecutive month period.

31.06 There shall be no loss of seniority for Employees on medical leave of absence, illness, Workers' Compensation, except as may be mutually agreed upon in writing between the Company and the Union.

31.07 **Lower Mainland Branch**

For the purpose of this Article, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one (1) Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

(a) North - to and including Pemberton, B.C.

(b) South - to the Canadian/United States borders

(c) East - to and including Hope, B.C.

(d) West - to the West Coast mainland to and including Earls Cove, BC.

ARTICLE B32 – LAYOFF/REDUCTIONS

32.01 **Notice and Severance**

In the event of a lay-off, a regular full-time or regular part-time Employee will receive two (2) weeks notice of such layoff, or two (2) weeks pay in lieu thereof.

Severance Pay - Regular full-time and regular part-time Employees with one (1) year or more of service whose employment is terminated as a result of technological change, or Depot or Branch being closed down, shall receive two (2) weeks pay for each year of service from date of their hiring, based on their rate of pay on the date of termination.

Severance Pay - Two (2) weeks pay for every year of service (prorated) for any Hourly Employee permanently laid-off.

If the Employee accepts the severance pay, then they shall be deemed to be terminated.

Technological Change: The definition of technological change to include operational and organizational change. The provisions of the Canada Labour Code to apply.

32.02 **Layoff and Bumping**

The term Employee as used herein shall only apply to regular full-time Employees and regular part-time Employees.

(a) When an Employee has their hours of work changed such Employee shall have the right to exercise their seniority as per Article B32.02 (d).

(b) Any Employee who is laid off or whose position is abolished shall have the right to exercise their seniority per Article B32.02 (d).

Any Employee who's job is eliminated because the work is being transferred to a different location and there is a job posting as a result at the new location, the affected Employee will have the first opportunity at the new posting over any other applicant, provided the job functions are essentially the same at the new location and the Employee is qualified to perform any revised or new job functions.

The Employee relocating with the position is entitled to a minimum of three (3) days of paid orientation and a ten (10) working day trial period to confirm the Employee's ability for the requirements of the job.

In order to facilitate bumping and in order that an Employee exercising their right to bump makes an informed decision, the Company agrees to provide the Employee with a complete seniority list with up-to-date hours worked and posted hours. In the event the seniority list is incomplete or the hours are not up-to-date, the Employee will have the right to exercise their seniority again.

(c) An Employee shall forfeit their seniority if they do not notify the Company officer in charge, in writing, of their 1st, 2nd and 3rd choice within five (5) working days from date of notice of displacement or abolition of their position, provided the employee has been fully provided with the required information unless agreed to otherwise in writing in order make an informed decision on bumping, otherwise the notice period shall start once the information has been provided. Each

choice will be awarded in order of preference based on seniority.

(d) An Employee who is affected by Article B32.02 (a) or (b) must exercise their seniority to bump a junior Employee's posted position within the same Branch or elect to remain a casual within the same Depot or Branch. If no such position is available then the Employee may bump a junior Employee's posted position in another Branch within the hourly ranks.

32.03 **LineHaul**

(a) In the event an hourly Linehaul Employee is laid off their regular posted run or bumped, said Employees shall have a first option to declare in writing to the Company, their desire to work casual work in their area. Such work shall in no way affect the said Employee's seniority date or their recall from lay-off except as provided by Article B31.05.

(b) An Hourly Linehaul driver who does not select this option must exercise their seniority within five (5) working days to a junior hourly Employee within the Linehaul Branch or may exercise their rights as per B32.02 above.

(c) An Employee who fails to declare or exercise their seniority within the five (5) working days shall forfeit their seniority and their name shall be removed from the seniority list.

32.04 An Employee returning from vacation or leave of absence (including illness, injury, Workers' Compensation, maternity leave) shall resume their position at their former Depot. Should this position be altered as outlined in Article B32.02, then the rules outlined in Article B32.02 shall apply.

32.05 A regular full-time or part-time Employee who is laid off for lack of work may, at their option, have their name placed first on the casual call-in list. Such declaration shall be made in writing within five (5) calendar days of actual lay- off. Regular full-time or regular part-time Employees who elect to protect casual work shall maintain and accumulate seniority and benefits. Benefits will consist of continuous Health and Welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of lay-off.

32.06 **Recall**

When adding to the workforce of Employees covered by this Agreement, any Employees previously laid off, will be recalled on the basis of the Employee possessing the required minimum qualifications and ability to perform the job and seniority.

32.07 The Company will notify such Employees by registered mail at their last known address. If such Employees fail to report within five (5) days after notification, the standing as an Employee of any such person failing to report within five (5) days will be forfeited.

ARTICLE B33 – JOB POSTINGS

33.01 **Job Posting and Selection Procedure**

(a) When a vacancy occurs in the operation of a particular Depot or Branch, that vacancy will be posted, per the prescribed posting form in Appendix "B", Province wide and accessible to all Employees for four (4) working days, from Monday (9:00am) to Thursday (11:59 pm) and will be open for four (4) consecutive working days, starting on the first (1st) working day of the week.

All postings shall list the classification, job title(s), hours and wages.

The posting must state if the vacancy is subject to any outstanding termination grievance.

Where the Company does not have a permanent facility, the Employee shall be sent such job postings through the Company mail wherever possible. Employees desiring to apply for this vacancy must do so in writing.

(b) The selection will be on the following basis:

1. Senior Employee or Owner Operator in the District who applies in writing;
2. Senior Employee or Owner Operator in the Province who applies in writing;
3. Company's option to fill.

Successful applicants must meet the minimum qualifications as established by the Company. Any successful applicant who is crossing classifications may be required to pass a medical examination. Medical examinations will only be requested, at the reasonable discretion of the Human Resources Manager.

It is understood that the successful applicant will be required to accept any awarded position except as follows:

Successful applicants from a different Branch will have twenty-four (24) hours to accept or decline the award from the time the Company notifies them. Persons who for bona fide reasons cannot fill the new position may only decline with the agreement of the Company and the Local Union.

The Employer will make every reasonable effort to ensure that posting awards are implemented within:

1. ten (10) working days of the closing of the posting if the applicant is from the same Branch; or,
2. thirty (30) working days of the closing of the posting if the applicant is from a different Branch.

The successful applicant shall make every reasonable effort to occupy the new position within the time frames outlined above. Failure on the part of the Employee to comply with this provision will require the Employee forfeit the position.

(c) The Company shall, at the time of posting and awarding, number such and provide the Chief Steward and Local Union with a copy of all posted vacancies.

(d) It is understood that when a vacancy occurs in the work force and there are Employees on layoff who possess the minimum qualifications the procedure is as follows:

1. post the vacancy as per the posting procedure;
2. eventually a vacancy or opening will exist for the senior person on layoff, with the minimum qualifications to be recalled into the position;
3. if there is no one qualified, the job may be filled by an outside hire;
4. recall is by Depot, Branch, Province;
5. an Employee refusing a recall in their classification at their Depot or Branch is deemed to have quit.

33.02 **Reposting Part-time positions**

Any part-time position of four (4) hours or more that is increased in scheduled work hours in

any amount in excess of the original job posting will be subject to the job posting procedure, for the purposes of job bidding.

33.03 The Local Union office, Chief Steward and the successful applicant who has been awarded the posted vacancy/new position will all receive a letter stating such awarding. See Appendix “B”.

33.04 Employees who bid and are awarded a position shall not be allowed to bid on another job position for a period of two (2) months, except in a forced situation, then the two (2) month provision will not apply.

Where an Employee has been awarded a position and that position requires certification, the Employee may not bid on another job position for a period of three (3) months save with management approval. Positions that currently require certification are as listed: Dangerous Goods Export position, Load Planner position and X-Ray position.

33.05 The Employer will make every reasonable effort to ensure that postings awarded shall be occupied by the successful applicant within ten (10) working days. (Unless the successful applicant is on a temporary vacancy)

33.06 **Driving Postings**

(a) Posting for a new non driving position would only apply to the filling of the original vacancy and the next vacancy thus created. The resulting third (3rd) vacancy may be filled by the Company.

(b) When a newly created driving position occurs in the operation of a particular Branch, then said position shall be posted as Hourly or Dependent Contractor, at the Company's option.

(c) Should it be posted as a Dependent Contractor position then bidding on said position shall come under and comply with the provisions as provided under Schedule “A” Fees Article 1(b) of the Dependent Contractor Business Agreement.

(d) In the event no Dependent Contractor or Hourly Employee applies, then the Company may hire from outside.

(e) Article B33.01 (a) will not apply to Article B33.06 (b).

(f) Should an Hourly paid Employee secure a Dependent Contractor route, then the Hourly vacated route shall follow the procedure as set out in B33.01 (a).

(g) It is further understood that that the Company’s position is that all hourly rated Driver positions shall be flexible, in accordance with the operational needs of the Company and the service levels to our

customers. It is also understood that seniority will be respected in the application of this clause.

33.07 Employees going on vacation or leave of absence may pre apply for any position in the event they are posted while the Employee(s) is absent. If the position pre-applied for has had hours reduced or changed during absence, then such Employee(s) may invoke Article B32.02. Refer to Appendix for the pre-application form.

33.08 **Casuals**

1. The accrual of seniority will be for the purposes of establishing the casual’s right of first refusal to regular positions and daily call in or scheduled work that become available, provided the casual Employee has the required minimum qualifications

in that classification.

2. Casuals will be available to the Owner Operators. The use of a casual must first be approved by their Supervisor, and the expenses regarding the use of the casual will be borne by the Owner Operator.

3. Casuals (and casual office clerks) shall be required to come under and conform with the provisions of N1.05 (a) to (c).

4. All casuals are required to be available for on call and scheduled work when needed, casuals who regularly make themselves unavailable will be subject to the disciplinary procedure.

33.09 **Casual and Part-time Work**

(a) Casuals shall be employed to relieve in work that cannot be made part of an existing position. However, part-time Employees shall be given every opportunity for first refusal.

Without limiting the foregoing, the Company may call casual Employees to perform the following work, providing no Employees are available for said work:

1. Vacation relief;

2. Sick leave relief (WCB, Weekly Indemnity);

3. Leave of Absence (Education, Maternity, Compassionate);

4. Work that cannot be made part of an existing position.

(b) Except as providing in B33.11, work shall be posted and awarded as a regular part-time or full-time position when any of the following applies:

1. the work has, after the fact, resulted in an average of twenty (20) hours per week for the previous forty-five (45) calendar days, or

2. the work will involve a minimum of twenty (20) hours per week on a continuing basis for the next forty-five (45) calendar days.

(c) In the event a casual is working for an Employee who is on WCB, Weekly Indemnity or medical leave and who will not be returning to their employment, then said work shall be posted as per B33.01 (a). After this procedure has been completed, the Company then may use their option.

33.10 Transfers shall not be permitted

33.11 **Temporary Vacancies**

A Temporary Vacancy is defined as a vacancy expected to be in excess of ten (10) working days as follows:

(a) WCB, illness or disability expected to be in excess of ten (10) working days

(b) Approved leaves of absence in excess of ten (10) working days

(c) Maternity or Paternity Leave

(d) Vacation (this does not preclude posting a temporary vacation relief position for up to

four (4) months in duration)

Temporary Vacancies will be posted first in the Depot and then the Branch in which they occur, if the work is needed. Temporary vacancies lasting in excess of three (3) months shall be re-posted every three (3) months. Temporary vacancies will be posted in the Depot or Branch as soon as the Company is aware the vacancy will exceed ten (10) working days. The temporary vacancy posting will be for three (3) days in the Depot or Branch. The successful applicant will be assigned no later than the fifth (5th) day.

33.12 **Selection Procedure for Temporary Vacancies**

(a) The basis for selection in the temporary vacancy is in the following order:

1. the senior Employee in the Depot

2. the senior Employee in the Branch

The resultant vacancy will be filled by the senior Employee, who applied in the Depot. The third (3rd) and subsequent vacancy will be filled at the Company's discretion.

(b) Employees filling the temporary vacancies must complete the temporary vacancy before returning to their original position, or before accepting a further temporary vacancy, unless mutually agreed by the Branch Manager or Designate, the Employee and shop steward.

(c) Employees filling a temporary vacancy may apply for a regular position at any time of the temporary vacancy.

(d) It is understandable that the Employee will be required to perform the requirements of the job after a reasonable period of time.

33.13 **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 and the Union Designates at a Depot shall meet monthly to review all hours and to determine future postings or existing postings.

The Company must also 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.

ARTICLE B34 - MEDICAL EXAMINATIONS

34.01 The Company shall provide every Highway Driver (Linehaul) with a medical once per calendar year which at the option of the Employee may be conducted by their own personal Licensed Medical Practitioner.

ARTICLE B35 - CLASSIFICATION AND WAGES

35.01 Regular Full-Time Hourly Employees - Any posted Hourly Employees regularly scheduled to work forty (40) hours per week at eight (8) hours of work on each day of their regularly work period or Employees who work ten (10) hours per day for a short week schedule, forty (40) hours per week, and who are available, shall be considered full-time Hourly Employees and will be paid forty
(40) hours at the basic rate established for their respective classification.

35.02 Regular Part-Time Hourly Employees: Scheduled posted Part-Time hourly Employees shall be guaranteed a minimum of twenty (20) hours per week or a minimum of four (4) hours per day.

BC HOURLY WAGE RATES 2025 – 2026

Classification	**2025**			
Time In Months	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Customer Service Representative	$19.20	$19.95	$22.44	$24.94
Clerk (non customer-servicing roles)	$19.20	$19.95	$22.44	$24.94
Yard Shunter Driver/Warehouseperson	$24.48	$25.41	$28.60	$31.77
	$22.71	$23.59	$26.54	$29.49
Customer Counter Specialist /Warehouseperson	$22.71	$23.59	$26.54	$29.49
Warehouseperson	$22.71	$23.59	$26.54	$29.49
Warehouseperson/Driver	$22.71	$23.59	$26.54	$29.49
	$24.48	$25.41	$28.60	$31.77
Driver / Warehouseperson	$24.48	$25.41	$28.60	$31.77
	$22.71	$23.59	$26.54	$29.49
Walking Courier	$25.05	$26.02	$29.28	$32.54
Regular Driver	$24.48	$25.41	$28.60	$31.77
Regular Relief Driver	$25.05	$26.02	$29.28	$32.54
Highway Relief Driver	Appropriate rate			
* Regular Highway Driver	$25.46	$26.46	$29.77	$33.06
Owner Operator – P&D	Appropriate rate			
Owner Operator – Line Haul	Appropriate rate			
Gateway Airside Warehouse	$24.48	$25.41	$28.60	$31.77
3+ Tons Driver	$25.05	$26.02	$29.28	$32.54

Classification	2026			
Time In Months	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Customer Service Representative	$19.87	$20.65	$23.23	$25.81
Clerk (non customer-servicing roles)	$19.87	$20.65	$23.23	$25.81
Yard Shunter Driver/Warehouseperson	$25.34	$26.30	$29.60	$32.88
	$23.50	$24.42	$27.47	$30.52
Customer Counter Specialist /Warehouseperson	$23.50	$24.42	$27.47	$30.52
Warehouseperson	$23.50	$24.42	$27.47	$30.52
Warehouseperson/Driver	$23.50	$24.42	$27.47	$30.52
	$25.34	$26.30	$29.60	$32.88
Driver / Warehouseperson	$25.34	$26.30	$29.60	$32.88
	$23.50	$24.42	$27.47	$30.52
Walking Courier	$25.93	$26.93	$30.30	$33.68
Regular Driver	$25.34	$26.30	$29.60	$32.88
Regular Relief Driver	$25.93	$26.93	$30.30	$33.68
Highway Relief Driver	Appropriate rate			
* Regular Highway Driver	$26.35	$27.39	$30.81	$34.22
Owner Operator – P&D	Appropriate rate			
Owner Operator – Line Haul	Appropriate rate			
Gateway Airside Warehouse	$25.34	$26.30	$29.60	$32.88
3+ Tons Driver	$25.93	$26.93	$30.30	$33.68

Classification	2027			
Time In Months	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Customer Service Representative	$20.52	$21.32	$23.98	$26.65
Clerk (non customer-servicing roles)	$20.52	$21.32	$23.98	$26.65
Yard Shunter Driver/Warehouseperson	$26.16	$27.15	$30.56	$33.95
	$24.26	$25.21	$28.36	$31.51
Customer Counter Specialist /Warehouseperson	$24.26	$25.21	$28.36	$31.51
Warehouseperson	$24.26	$25.21	$28.36	$31.51
Warehouseperson/Driver	$24.26	$25.21	$28.36	$31.51
	$26.16	$27.15	$30.56	$33.95
Driver / Warehouseperson	$26.16	$27.15	$30.56	$33.95
	$24.26	$25.21	$28.36	$31.51
Walking Courier	$26.77	$27.81	$31.28	$34.77
Regular Driver	$26.16	$27.15	$30.56	$33.95
Regular Relief Driver	$26.77	$27.81	$31.28	$34.77
Highway Relief Driver	Appropriate rate			
* Regular Highway Driver	$27.21	$28.28	$31.81	$35.33
Owner Operator – P&D	Appropriate rate			
Owner Operator – Line Haul	Appropriate rate			
Gateway Airside Warehouse	$26.16	$27.15	$30.56	$33.95
3+ Tons Driver	$26.77	$27.81	$31.28	$34.77

Classification	2028			
Time In Months	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Customer Service Representative	$21.34	$22.17	$24.94	$27.72
Clerk (non customer-servicing roles)	$21.34	$22.17	$24.94	$27.72
Yard Shunter Driver/Warehouseperson	$27.21	$28.24	$31.78	$35.31
	$25.23	$26.22	$29.49	$32.77
Customer Counter Specialist /Warehouseperson	$25.23	$26.22	$29.49	$32.77
Warehouseperson	$25.23	$26.22	$29.49	$32.77
Warehouseperson/Driver	$25.23	$26.22	$29.49	$32.77
	$27.21	$28.24	$31.78	$35.31
Driver / Warehouseperson	$27.21	$28.24	$31.78	$35.31
	$25.23	$26.22	$29.49	$32.77
Walking Courier	$27.84	$28.92	$32.53	$36.16
Regular Driver	$27.21	$28.24	$31.78	$35.31
Regular Relief Driver	$27.84	$28.92	$32.53	$36.16
Highway Relief Driver	Appropriate rate			
* Regular Highway Driver	$28.30	$29.41	$33.08	$36.74
Owner Operator – P&D	Appropriate rate			
Owner Operator – Line Haul	Appropriate rate			
Gateway Airside Warehouse	$27.21	$28.24	$31.78	$35.31
3+ Tons Driver	$27.84	$28.92	$32.53	$36.16

(a) It is agreed that in addition to clerks hourly rate, a per waybill of one-half (½) cent will be paid for all completed waybills processed on a daily basis by each individual clerk performing the data entry function. The per waybill rate is paid only for actual waybills processed and does not apply to overtime, statutory holidays, vacations, sick days or other like pay.

(c) Lead Hand rate shall be set at seventy-five (.75) cents per hour above the regular rated person.

(d) The Dangerous Goods Warehouseperson rate is applicable to employees who prepare dangerous goods for transport. These DG specialists will receive appropriate training. This rate shall be set at seventy-five cents ($0.75) per hour above the regular-rated warehouseperson rate for time spent preparing dangerous goods and/or training other members, with a two (2) hour minimum.

(e) Clerical rates are based on an Employee working seven and a half (7½) hours per day, thirty seven and one half (37 ½) hours per week.

(f) It is understood that all clerks will retain their current job responsibilities and when jobs are posted they will be posted with the following specific titles: Clerk (basic), Billing Clerk, Reception/Switchboard, Clerk Typist, General Clerk (Utility), Senior Billing Clerk,

Phone Clerk, Collection Clerk, Tracing Clerk, Route Data Entry Clerk, and Senior Admin Clerk.

(g) An Hourly paid Employee who holds a Class 3 license and is required to have such license for their route will be paid a premium of twenty-five (.25) cents per hour on all hours worked within the drivers same classification. This premium does not apply to those Employees compensated on a mileage rate basis, or who are Hourly paid Highway drivers or Linehaul drivers.

(h) Linehaul Hourly - The principle of five (5) years is agreed to on the condition that the understanding is the starting rate of a Linehaul Hourly Employee is based on five (5) years experience.

35.03 **Night Shift Premium (effective date of ratification)**

Employees paid on an hourly wage rate basis will be paid seventy-five ($0.75) cents per hour premium as listed below on all hours worked between midnight and 6:00 a.m. This premium is excluded from any overtime computation. This premium does not apply to those Employees compensated on a mileage rate basis.

35.04 **Vehicle Classification and Mileage Rate Schedule**

(a) Drivers on courier or freight runs operating one hundred and fifty (150) miles in one direction from their home base or runs compiling a total of three hundred (300) miles per day with a maximum of pick-up and delivery time not exceeding one and a half (1 ½) hours per day, will be compensated in accordance with the following Vehicle Classification and Mileage rate schedule.

(b) Vehicle Classification - G.V.W. (1 mile = 1.6093 km)

Over	Not Over	Mileage Rate			
		01/01/09	01/01/10	01/01/11	01/01/12
5,000	17,000 lbs	.3977	.4076	.4178	.4282
17,000	24,000 lbs	.5226	.5357	.5491	.5628
24,000	60,000 lbs	.5784	.5928	.6076	.6229
60,000	80,000 lbs	.6080	.6232	.6388	.6548
Train rate		.6198	.6353	.6512	.6675

35.05 **Other Payments**

(a) Highway Relief Driver classification to be paid applicable rate for work performed. Highway Relief Driver has no guarantee of hours or miles however will receive part-time status for the purposes of seniority and benefits.

(b) Employees scheduled on out-of-town routes and who work split shifts of more than two (2) hours and who cannot return to the Depot, shall be paid seven dollars ($7.00) per hour to a maximum of eight (8) hours in any one twenty-four (24) hour period.

(c) On out-of-town routes requiring a layover period between the hours of 21:00 hours and 06:00 hours and extending beyond three (3) hours including the lunch period, the Company will provide suitable lodging. During the period of layover, the Employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as they desire. The Employee is in no way regarded to be on duty or working shifts during

such layover.

(d) When an Employee meets with personal injury while on duty which prevents them from completing their shift, trip or tour, the Employee will be compensated for the full shift of that day and emergency hospital fees, if any.

(e) The Company will provide appropriate transportation home, if required, to an Employee who is injured or becomes ill while away from their home terminal.

(f) Driving of a tractor without trailer shall be paid for on the same basis as driving tractor-trailer.

35.06 **Payroll**

(a) All Employees will be paid by direct deposit.

(b) If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay (8 hours or 7 ½ hours) or normal daily hours or more, they shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported, and if the Employee is overpaid then they shall return said cheque or the overpaid amount within three (3) working days.

35.07 **New Issues**

Where new categories of employment for which rates of pay are not established by this Agreement are put into use, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation.

Should the parties not be able to reach an Agreement, it is understood that the parties will defer the decision to an Arbitrator in accordance with Article N4.

35.08 **Negotiations**

The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Employees shall not suffer any loss of pay as a result of such meetings.

35.09 **IATA**

All IATA code requirements on paperwork or parcels shall be performed by Hourly Employees.

35.10 **Time Clock** – It is against Company policy for an Hourly Employee to punch in earlier than six (6) minutes before an Employee's start time and no later than six (6) minutes after the Employee's end time unless authorized by Management.

ARTICLE B36 - GENERAL - HIGHWAY DRIVERS

36.01 **Job Posting Provisions**

(a) The Company and the Highway Drivers accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability, then length of service will govern, in the Linehaul Branch.

(b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.26(a) where the incumbent Employee shall have first preference.

(c) Notice of vacancies for Highway Drivers will be posted in all Branches.

36.02 Suitable accommodation for lay over will be supplied and paid for by the Company.

36.03 Highway Drivers will be paid their regular hourly rate while performing any duty other than driving.

36.04 All payroll data for Highway Drivers to be provided with pay cheque.

36.05 **Lockers**

(a) Highway Drivers will be supplied with individual lockers at their terminals home and away from home.

(b) The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Line Driver working out of that terminal.

36.06 Highway Drivers dispatch time will be set by the Company at least seven (7) days prior to dispatch.

36.07 Highway Drivers shall be permitted to take a one (1) hour meal break during their shift, trip, or tour.

36.08 **Sick Leave**

Highway Drivers will receive their regular day's pay on all calculation for sick leave. One day's regular pay for sick leave = regular earning of previous four
(4) weeks divided by weeks divided by five (5) days. Where mutually agreed upon in writing by the local Company Officer and Shop Steward of the Union, the following formula may be used- One day's regular pay for sick leave = Regular earnings of the previous month divided by actual number of days worked.

36.09 Should Highway Drivers wish to assist in the loading sequence they may do so, however, at Regent Street Highway Drivers may only direct the loading.

36.10 The Company will supply each Highway Driver with five (5) summer shirts, five
(5) winter shirts, one (1) summer jacket, five (5) uniform slacks and one (1) winter coat.

36.11 Cab partitions for Highway Drivers' vans where required (canvas used to separate cab of van from freight space).

36.12 Radiator covers for all highway vehicles shall be provided where necessary (Interior/Northern Vancouver Island).

36.13 Any minor changes to existing Linehaul runs (i.e. shortening, extending of hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Driver currently on said run shall have first refusal if the run is put up for bid.

36.14 When a Statutory Holiday falls on a Highway Drivers regular day off, the rate of pay for such Statutory Holidays shall be at the Highway Driver’s regular daily rate of pay. Highway Drivers working under a long day/short work week agreement shall receive the Highway Drivers regular daily rate of pay for such Statutory Holidays that fall on their regular days off.

36.15 Seniority list to be posted every three (3) months showing length of Company seniority for the Linehaul Branch.

36.16 The following Articles to be excluded from application to Linehaul Employees: Articles B28.04, B28.05, B30.05

36.17 Company to comply with section 35 BC MVAR.

The Company acknowledges the need and fully supports a securement initiative throughout the network. A national program is currently underway which will be mandatory for all DHL Express (Canada) Ltd. locations. Zero deviation will be tolerated by the Company.

ARTICLE B37 - DEFINITIONS

37.01 **Lead Hand**

The Company may appoint a regularly scheduled Employee as Lead Hand. The Company may remove the designation at any time or the Employee may relinquish at any time. If a situation occurs where there is no one qualified to be a Lead Hand or no Employee wants to be a Lead Hand, the Company and the Union agree to meet, discuss and attempt to come to a resolution.

The Lead Hand is a regularly-scheduled Employee who technically directs and coordinates the work of Employees under the direction of their Supervisor within their particular unit or section. However, they shall not have the authority to hire, suspend, dismiss, discipline, or memo Employees.

37.02 **Relief Driver**

A posted employee who is assigned to various routes as required & may also be used as coverage for sick call-ins up to ten (10) days off, or emergency coverage.

Relief drivers are not to be used for known time off that would normally go to temporary vacancy as set out in Article 16.10. Any part time relief driver who has their posted hours increased by any amount of time will have their shift reposted or have the time posted on the temporary posting as per Article B33.02.

37.03 Like Classification: Similar position having the same pay scale.

37.04 Seniority: Seniority is defined as length of service in the bargaining unit and shall be applied on a bargaining unit-wide basis except as may be provided for in this Agreement. Seniority shall be applied in determining preference for promotions, demotions, lay-offs, recall and as set out in other provisions of this Agreement.

37.05 For definition purposes, a word "trip" will be used when referring to single person operation. A single person trip is considered from point of dispatch to point of rest, lay-over or book off.

37.06 Position: The assignment held by an Employee which in the case of Regular Drivers includes the regular route that an Employee normally works. All Employees are required to work their posted position unless otherwise allowed by this Agreement.

37.07 The term Employee shall mean all Employees as covered under the terms of the Collective Agreement.

37.08 New route or job is deemed to be defined as adding to the scheduled work force.

37.09 The term regular full-time Employee shall refer to an Employee who is in a posted job at forty (40) hours per week and in the clerical classification works thirty-seven and one-half (37 ½) hours or more per week. This definition does not change the application of Article 5.01 – Work Day, Work Week, and Overtime.

37.10 The term regular part-time Employee shall refer to an Employee who is in a posted job and works less than forty (40) hours per week and in the clerical classification works less than thirty-seven and one-half (37 ½) hours per week. This definition does not change the application of Article 5.01 – Work Day, Work Week, and Overtime.

37.11 The term casual Employee shall refer to an Employee that is not in a posted job.

37.12 The term Highway Hourly Driver shall refer to an Employee who drives highway vehicles and is paid hourly or mileage.

37.13 **Lower Mainland**

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

(a) North - to and including Pemberton, B.C.

(b) South - to the Canadian/United States borders

(c) East - to and including Hope, B.C.

(d) West - to the West Coast mainland to and including Earls Cove, BC.

ARTICLE B38 – SUBSTANCE ABUSE

38.01 Substance abuse is recognized to be a serious medical and social problem that can affect Employees and Owner Operators. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees and Owner Operators toward full rehabilitation.

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of Employees and Owner Operators to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the Medical Services Plan of B.C., the Company will pay the cost of the treatment.

ARTICLE B39 – MISCELLANEOUS

39.01 **Beverages and Supplies**

The Company agrees to provide coffee, tea and filtered water to all Employees free of charge.

Cups to be provided.

39.02 The Company agrees that an Employee will have the ability to use any of DHL Express (Canada) Ltd.'s services on the following basis:

(a) Seventy percent (70%) discount on employee personal shipments only

(b) Maximum three (3) shipment per year.

(c) No collect shipments.

(d) Not transferable (i.e. only a DHL Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.

(e) Blackout period after the first week in December to the second week in January.

ARTICLE B40 – CONVERSION TO DEPENDENT CONTRACTORS

Re: Conversion To Dependent Contractors

1. Routes identified as future Owner Operator routes can be designated and the Employees in these routes will be given the option of (1) accepting the conversion under the terms agreed to by the Company and the Union or (2) electing a severance payment equal to two (2) weeks per year of service at the Hourly Driver rate for their route.

2. If an Hourly Employee (not a driver) is displaced and eventually loses their job as a result of this process, they will receive the same severance package at their rate of pay.

3. It is understood that drivers with fifteen (15) or more years of service, as of September 1st, 1996, will not be required to convert to dependent contractor status unless they wish to do so. If such a driver's route is converted and they elect to occupy a position in the warehouse, their hours, rate of pay and approximate shift hours (within two [2] hours) will be guaranteed at their Depot.

4. Existing Dependent Contractors as of January 1st, 1994 will be allowed to "Grandfather" their routes for the life of the Agreement, outside of the seniority list, for their current route. It is understood that the boundaries of said route could be adjusted for business or service reasons but the core will remain intact. With the proviso that if they post off the route into another job, they now come under the rules of seniority as established.

5. Any dependent contractor, whose contract is not renewed, for other than cause, will be entitled to a termination payment, equivalent to one (1) week of hourly pay for each year of service, at the prevailing Hourly Driver rate.

6. **OWNER OPERATOR LANGUAGE**

   (a) Company Directed Conversion

   The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving them three (3) months notice of the intention to change the route to an Owner Operator route.

   In the event the Company determines a current hourly route is to be converted to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise his/her seniority, into the Junior Hourly Driver position if available.

   If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise their seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

   The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make their decision.

   If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

   (1) If available, to purchase a Company truck of their choice at less than fair market value.

   (2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is

unsuccessful with their route.

(3) The newly converted Owner Operator will be afforded a credit limit of one thousand five hundred dollars ($1500) to defray start up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six (6) months of business, to be paid back to the Company within the first twelve (12) months of service as an Owner Operator in monthly/weekly instalments, to be arranged by the Owner Operator and the Company. (Interest Free)

(4) The Company shall reimburse to the new Owner Operator, the cost of a Chartered Accountant up to a maximum of two hundred and fifty

dollars ($250) specializing in the transportation industry, for assistance in setting up their business.

(5) During the first six (6) months, the newly converted Owner Operator will be allowed the following: In a Company directed conversion, the Hourly Employee who will not, or cannot utilize their seniority, will be given two (2) weeks of full-time equivalent Driver pay for each year of service with the Company, as their termination and severance should they choose not to elect recall status.

(6) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following will apply:

(a) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks of the full-time Hourly Driver equivalent pay for each year of service with the Company.

(b) NEW OWNER OPERATOR

Owner Operators, who are hired for any reason, and who have no previous Company service, will be required to furnish their own vehicles, but may also purchase a Company vehicle if available, but will not be afforded a trial period except as outlined in the Owner Operator Business Agreement

ARTICLE B41 – WAREHOUSE HOURS IN EVENT OF CONVERSION OR REROUTES

It is understood and agreed that on conversion of Hourly Drivers to Owner Operators, or the re-routing of Hourly and Owner Operator routes, no regular full-time or part-time warehouse Employee will incur a reduction in warehouse hours worked.

ARTICLE B42 – ENHANCED SEVERANCE

Re: Severance Package

Severance Package for Employees affected by a layoff in DHL Express (Canada) Ltd. in British Columbia due to the implementation of any new Hub facility, consolidation of office functions to Central locations or if a Depot or customer counter is closed the following provisions apply:

In the event of a Depot closure there will be no contacting out of bargaining unit work as set out in the Collective Agreement, except as agreed by the Company and Union in writing.

This article shall apply to Employees that have been laid off as the result of the implementation of any new Hub, but only where such Employees do not elect to transfer to another Branch or have exhausted their seniority rights within their own Branch.

1. Employees who have less than one (1) year - to receive a two (2) weeks notice period. This notice period to be worked.

2. Employees who have greater than one (1) year of service to receive two (2) weeks severance per year of service.

   In addition to the above provisions in this category, Employees will be entitled to resume writing assistance, two (2) days paid time-off to secure employment elsewhere, (at the termination of their employment at DHL Express (Canada) Ltd.), outplacement counselling where available. DHL Express (Canada) Ltd. will also reimburse the Employees in this category a maximum of three hundred dollars ($300) per Employee on a one time basis for training providing the Employee provides receipts for the training taken.

3. A senior Employee may choose not to exercise their seniority to bump and receive a severance package upon termination notice or the severance will be applied to the junior Employee who loses their job by being bumped as a result of layoff. The Employee will be paid according to the seniority scale applicable to their length of service.

4. The Employer will pay a pro-rated severance scale for partial years of service to laid off Employees. For example, an Employee with three and a half (3 ½) years of service will receive seven (7) weeks.

5. Severance pay per week will be based on each Employee's average weekly earnings for the previous year worked by the Employee.

6. Employees laid off in category 1 and 2 as described above will have their medical services plan extended for three (3) months ending at the 3rd month following the last day of employment.

7. Acceptance of the Severance Package is the termination of the Employer- Employee relationship.

Appendix A

LETTER OF UNDERSTANDING # 3

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Tracking Hours Worked

The Company and the Union agree to the following process to resolve the issues of tracking hours worked.

1. Upon request, Hourly Employees may receive a Kronos printout of original swipe transactions for the week.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 4

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Seniority Dates

Seniority will be determined in the following order: first by seniority date, then by Original Date of Hire, then by Last Name, and then by First Name.

Former DHL Express (Canada) Ltd. International Employees' who entered the bargaining unit through integration, will have their seniority date as September 29, 2003 for purposes of bumping, lay off, bidding and posting based upon the date they entered the bargaining unit in order of their original date of hire.

In order to capture the DHL transition labour agreement, former DHL Express (Canada) Ltd. employees' who's primary employer was Loomis will have their seniority date as August 30, 2011 for the purposes of bumping, lay off, bidding and posting based upon the date of operational separation in the order of the original date of hire. DHL agrees to recognise the individual employees' original date of hire for the purposes of wage rates, vacation entitlement and scheduling.

DHL transition labour agreement regarding the operational separation date of August 30, 2013 affected the following employees' in following order of seniority:

Name:	**Original Date of Hire at DHL:**
Clayton Rowsell	July 28, 1995
Todd Wagner	August 28, 2000
Martin Nielsen	August 12, 2003
Michael Clores	September 29, 2003
Kathleen Deger	November 21, 2003

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Gord McGrath

Kristian Nielsen

Amneek (Ricky) Johal

Gurvinder Badesha

Clayton Roswell

Mario Santos

LETTER OF UNDERSTANDING # 5

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Social Justice Fund

(1) The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.

(2) Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent ($0.01) for each straight time hour worked.

(3) The Company will make these quarterly payments provided that:

(a) The Union maintains the fund as a non-profit corporation under the Canada Corporations Act and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.

(b) The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.

(c) The Union maintains a favourable Income Tax Ruling from the Federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.

(d) The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.

(e) The objects, by-laws and resolutions of this non-profit corporation should permit it to making the following types of financial contributions:

(i) contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;

(ii) contributions to non-partisan international relief efforts that are recognized by the Canadian International Development Agency (CIDA), or any successor body that performs like functions;

(iii) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions.

(iv) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Gord McGrath

Kristian Nielsen

Amneek (Ricky) Johal

Gurvinder Badesha

Clayton Roswell

Mario Santos

LETTER OF UNDERSTANDING # 6

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Policy on Theft

The parties to this agreement recognized theft to be a serious problem that cannot be tolerated. Stealing from our customers who provide us our entire livelihood puts all our jobs at risk.

Therefore, any employee or owner operator who is caught stealing and after investigation it is proven that theft occurred the employee shall be terminated and the owner operator business agreement shall be terminated.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 7

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Bargaining Conference

It is understood that the Union holds a Bargaining Conference in the last year of the collective agreement in preparation for collective bargaining. The Company will make every effort to allow the full complement of elected delegates to attend this conference provided the Union gives at least thirty (30) days notice of the requested dates.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 8

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Housekeeping

The parties have agreed that the collective agreement needs to be combined into a General Section with a sub-section for Owner Operators and another for hourly employees.

Within ninety (90) days of ratification, the Company and the Union will prepare a draft of the new agreement which contains the above changes. These changes will be mutually discussed and agreed as the document progresses back and forth.

Once the parties feel the document is close to being ready for signing, the Company will allow and pay for the Bargaining Committee to have one (1) full day off to proof the final document.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 9

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Communication Allowance

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

Effective August 1, 2009, the Company will pay each Owner Operator a communication allowance of ten dollars ($10.00) per month. This allowance is paid to facilitate P&D Owner Operators contacting Dispatch when they have cleared an area.

The Company will assist in setting up a discounted cell phone plan for use by Owner Operators where possible.

In the event the Company introduces a two-way pager system, any cost associated with this system shall be borne in full by the Company and the communication allowance shall cease at that time.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 11

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Surveillance and Searches

It is agreed that the Company will not use video surveillance to monitor performance. Access to video surveillance material will be restricted to a small number of Company officials.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 13

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Walking Courier – New Classification

The Company and the Union agree on a new job classification of "Walking Courier" based out of the Richmond location (YVR).

It is further agreed this classification is responsible for traveling to and from the Richmond location (YVR) and Vancouver downtown core either by company vehicle or company paid transit. The Company agrees to review and discuss any amendments with the Union prior to doing so.

The rate of pay for this classification will be twenty four dollars and thirty-six cents ($24.36) per hour as of January 1, 2012 and will assume the wage schedule of a Regular Relief Driver as set out in the CBA. (adjust rates as per new agreement beginning January 1, 2014).

In addition to the above as indicated in Article 12.05 (b) Footwear, the allowance will increase up to two (2) pairs of footwear to a maximum of two hundred and eighty dollars ($280.00) per year.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

APPENDIX "B"
DHL EXPRESS (CANADA), LTD. POSTING

DATE POSTED:

DATE REMOVED:

POSITION TITLE:

POSITION LOCATION:

REPLY IN WRITING TO:

BASIS OF PAY: AS PER COLLECTIVE AGREEMENT

NORMAL WORKING HOURS:

NORMAL DAYS OFF:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION:

GENERAL RESPONSIBILITIES:

MINIMUM REQUIREMENTS:

APPLICANT SENIORITY DATE

cc: Branch Manager
Shop Steward

DHL EXPRESS (CANADA), LTD.
POSTING AWARD

AWARDED TO:

DATE AWARDED:

REPORTING DATE:

BRANCH:

POSITION TITLE:

POSITION LOCATION:

DATE OF POSTING:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION:

APPLICANT SENIORITY DATE

cc: Branch Manager
Shop Steward

DHL EXPRESS (CANADA), LTD.
PRE-APPLICATION FOR JOB POSTING

DATE APPLIED:

CURRENT POSITION:

POSITION/ROUTE # PREFERRED:

I WILL BE ON AN APPROVED LEAVE OF ABSENCE FROM:

FIRST DAY OF LEAVE:

DATE RETURN TO WORK:

APPLICANT:

BRANCH MANAGER:

SHOP STEWARD: APPLICANT SENIORITY
DATE

* TO BE USED FOR APPROVED LEAVE OF ABSENCE AND ANNUAL VACATION

DHL EXPRESS (CANADA), LTD. - SAFETY DIRECTIVE

The requirement for all Employees, Owner Operators, Contractors and Visitors to wear Protective Foot Wear where there is a hazard of a foot injury in the workplace.

1.0 Scope

1.1 This directive establishes and documents the mandatory requirements for all Employees; Owner Operators, Contractors, and Visitors to wear CSA approved protective footwear, where there is the possibility of a foot injury in the workplace.

1.2 No person will be allowed into a designated protective footwear area without wearing the prescribed safety footwear.

1.3 Where practical, the Local Health & Safety Committees may identify safe areas where nothing is permitted to be stacked, or there are no other hazards from falling items.

2.0 Responsibilities

2.1 The Area Service Manager is responsible for compliance to the requirements of this directive by all Employees, Owner Operators, contractors and visitors.

2.2 The Service Centre Manager is responsible for implementation of and shall ensure compliance to the requirements of this directive, including the installation of the appropriate signage.

2.3 Supervisors are responsible for ensuring that anyone granted access to the workplace is in compliance with this directive.

2.4 Sales Managers are responsible for ensuring that their Employees are in compliance with this directive and that any customers that they bring onto the premises are in compliance with this directive.

2.5 The Employees and Owner Operators working in the designated protective footwear area are responsible for adhering to this procedure.

2.6 The Employer and Employee recognize their respective responsibilities under the Canada Labour Code.

3.0 Authorities

Section 125(1) (l) Canada Labour Code Part II
COSH Regulation 12.5(1) Canada Labour Code Part II CSA Standard Z195-M1984
H&S Policy 3-16 (5) & H&S Policy 3-17(13)

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Gurvinder Badesha*
Ewa Maggiotto	*Clayton Roswell*
	Mario Santos

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 114



BRITISH COLUMBIA – OWNER OPERATOR APPENDIX

Effective January 1, 2025 to December 31, 2028

BRITISH COLUMBIA – OWNER OPERATOR APPENDIX
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ARTICLE B1 – UNION RECOGNITION

1.07 (g) It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.

1.07 (h) Linehaul Business Agreements shall be developed between the Regional Linehaul Manager and the Owner Operator. They will be approved and signed off by the National Linehaul Manager.

1.17 (j) 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 and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested.

Should the Unit Chairperson be an Owner Operator the Company agrees to cover their route for the assigned day(s) off with an hourly employee and the Owner Operator shall receive all revenue from their route as if they had performed the work themselves or alternatively should the Owner Operator agree to provide their own relief driver then the Owner Operator shall be paid $347.46 for that day (note: adjust as per annual negotiated increases in 2026, 2027, 2028) above the actual revenue their route generates that day to cover their relief driver's costs. The Unit Chairperson shall select which option they wish to use.

The Company further agrees to provide the Unit Chairperson with $25 per month for the use of their personal cell phone.

1.28 (c) Regional Union-Management Liaison Meetings

The Regional Area Director or Designate of the Company shall meet with each Chief Steward, or Designate, from an area, on a monthly basis, with an agenda and supporting documentation, for the purpose of reviewing the casual list, grievances and dealing with other labour-management items. This review shall be for the purpose of converting, where applicable, casuals to regular part-time or full-time status as directed by the Casual Articles.

The information outlined below shall be provided to each applicable Chief Steward at least twenty-four (24) hours prior to these meetings. This information shall be discussed and reviewed in detail at each meeting.

Owner Operators

(i) Seniority report.

(ii) Current routes and boundaries identifying route number and Owner Operator.

(iii) Average bi-weekly revenue per Owner Operator.

Hourly Employees

All part-time and casual hours by employee showing:

(i) Seniority report including name, position, status, posted start time and finish time, and actual start time and finish time.

(ii) Where possible, the employee who was being covered each day.

(iii) Number of hours worked during each pay period for the previous six (6) month period.

(iv) All postings and temporary vacancies.

Each Chief Steward or Designate will not lose pay for these meetings.

The Unit Chair shall be provided with a copy of the information exchanged at any monthly meeting.

1.23 (a) The term "Employees" shall mean all Owner Operators as covered under the Terms of the Collective Agreement.

(b) Owner Operator: Is an Employee of the Company as defined by the Labour Code of Canada, Part 1, Chapter L-2, Section 3. 1, and includes the “Contractor” Owner Operators covered by Appendix “C” of this Collective Agreement.

ARTICLE B6 – DISCIPLINE AND DISCHARGE PROCEDURES

6.05 The Company and the Union agree to move from a corrective action model to the model of progressive discipline.

6.06 Suspension or Dismissal Procedure

The following special procedure will apply when a more than one (1) day suspension or dismissal is contemplated.

(a) The employee will be notified of the charges as soon as the Company is prepared to present them. The Unit Chair person shall be notified at the same time.

(b) When the Union and the employee(s) are notified of the charge(s) as per B6.06(a) above, an “investigative hearing” into the allegations shall be scheduled within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) of the charge(s) being presented.

(c) The Union and the employee will be given at least twenty-four (24) hours’ notice of the hearing and in addition will be given a complete outline of all

charges and evidence known at least twenty-four (24) hours prior to the hearing. After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty-four (24) hours of the Company becoming aware of such evidence.

(d) The employee may be held out of service, pending an investigation, until the time of the hearing. In determining whether to hold the employee out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed.

(e) The Chief Steward (and Unit Chairperson or Local Representative if requested) will be present at the investigatory hearing along with the employee.

(f) Any known witnesses and/or known evidence will be called by either party at the hearing or in the twenty (24) hour period after the hearing and such witnesses will be paid for their attendance at applicable rates.

(g) The Manager or supervisor must render their decision within seven (7) days following the investigatory hearing (excluding Saturdays, Sundays and Statutory Holidays).

(h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.

(i) Violations of this procedure may render any resulting discipline null and void.

ARTICLE B9 – SAFETY

9.15 **Ergonomic Requirements**

(a) The Union and the Company will immediately form an Ergonomic sub- Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.

(b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.

(c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

ARTICLE B11 – TRAINING

11.02 When Owner Operators are required to attend training programs or mandatory meetings, the Owner Operator will be paid the equivalent of the Hourly Driver rate if held during their normal work day or 1.5 times the hourly rate for training hours or mandatory meetings in excess of their normal working day. If a Relief Driver is used, the Company will pay for the Relief Driver. All training sessions or meetings required on a Saturday or Sunday, the Owner Operator shall be paid at no less than four (4) hours.

11.05 The Company shall provide all Owner Operators with three (3) days paid training when they change runs based on the applicable hourly driving rate at straight time.

11.06 The Company shall pay for all mandatory training courses for any Relief Driver who is not already employed by the Company at the regular driving rate as per the Collective Agreement.

ARTICLE B12 – LEAVE OF ABSENCE

12.01 (3) **Medical Leave**

An Owner Operator 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.

12.01 (7) (a) It is appreciated from time to time that a substitute Driver may be used to perform the scheduled route as per this Agreement. However, this replacement will only be used for holiday relief, sickness or an emergency situation. Additionally, the Relief Driver may be used in the case where the Owner Operator is under a license suspension not exceeding twelve (12) months, provided the Owner Operator rides with the Relief Driver in a vehicle as a "Swamper" for the entire period.

(b) The Owner Operator assumes all liability for insurance and Workers' Compensation for any person operating their vehicle in relation to this clause.

(c) The Owner Operator must secure approval from the Company of his replacement prior to assuming the contractual duties.

(d) Casuals will be available to the Owner Operator. The use of a casual must first be approved by their Supervisor, and the expenses regarding the use of the casual will be borne by the Owner Operator. DHL Express (Canada), Ltd. will not schedule a casual Employee once they have been scheduled and approved verbally.

(f) Any Relief Driver engaged by an Owner Operator shall conform to the provisions of Articles N1.05 (a) and (b) and shall be paid a minimum of sixty (60%) percent of the gross daily revenue plus WCB costs, excluding fuel escalation, or as may be mutually agreed by the Company and the Union. Linehaul Owner Operators to pay a minimum of twenty-five (25%) percent of gross revenue per day plus WCB costs.

12.01 (8) (a) When an Owner Operator must be absent for emergency purposes, it will be the responsibility of the Owner Operator to supply a Relief Driver. If the Company must supply a Driver and a truck, the Company will retain the revenue for the relief period.

(b) Should an Owner Operator be absent from their route due to an illness or family emergency, and not supply a Relief Driver, they must supply a doctor’s note or documentation to substantiate the validity of the absence, or corrective action may be taken.

It is also noted that bona fide or substantiated absences shall not be occurrences.

(c) Should an Owner Operator have a vehicle breakdown while coming to work or on duty, and not supply a Relief Driver, they must supply valid documentation to substantiate that the breakdown occurred on the date of their absence. If the repairs take more than one day to complete, the onus will be on the Owner Operator to ensure that the route is covered beyond the first day of the vehicle breakdown. If the above terms are not met, the Owner Operator will be subject to corrective action.

The company where feasible will help the owner operator to acquire rental vehicle and road side assistance if necessary.

The owner operator in order to receive vehicle assistance shall be required to sign and initial in advance where appropriate their business agreement to allow the company to recover this cost from their revenue.

(d) The death of an immediate family member will be considered a bona fide emergency.

(e) The Company will provide a Relief Driver up to a maximum of four (4) occurrences per calendar year. An occurrence will be a maximum of two (2) days and cannot be consecutive or used to add to any other benefits the Owner Operator may have under the terms of this C.B.A. Any doctor's note required by the Company will be paid for by the Company.

ARTICLE B15 – UNIFORMS

Where applicable, the Company will provide all uniform items as National 15.02 to all Relief Drivers. Upon the Relief Driver's leaving, it will be the responsibility of the Owner Operator(s) to recover the uniform and return it to the Company for replacement as necessary.

ARTICLE B25 – SENIORITY (BUMPING)

25.01 **Seniority**

(a) In the application of Article B34, Employees who convert to Owner Operator shall be transferred with their full Company service/seniority.

(b) Seniority for Owner Operators will be established based on all continuous service as an Owner Operator and as a regular Employee. A separate Owner Operator seniority list shall be posted at each Depot. This list shall be used for the purposes of job bidding, provided the applicant possesses the required minimum qualifications and ability. In the case of Linehaul or Tractor Drivers five (5) years of In-town Linehaul work will be considered sufficient to meet the minimum qualifications for a vacant Highway position.

The Company will issue and post two seniority lists as follows:

- Provincial Seniority List
- Branch Seniority List

These lists will be renewed every three (3) months with copies to the Union boards and Local 114 office.

Protests in regard to seniority status of an Owner Operator must be submitted in writing to the Company and Union Representative.

The parties agree that for Owner Operators hired on the same day the most Senior Owner Operator will be decided alphabetically by last name.

(c) An Owner Operator who transfers to a vacant hourly rated position will be granted a seniority date equal to their Company seniority. Eligibility for vacation will be based on the Owner Operator's seniority date after they have completed twelve months service as a regular Employee. All standard waiting periods for benefits will apply as if the individual was a new Employee. However he or she shall not be eligible to bid on another posted vacancy for a period of two (2) months from the date of transfer.

25.03 **Vacancy Information**

The Company agrees to post the following information:

- area;

- average standard finish time;
- any mid-day breaks;
- route standards;
- vehicle size;
- average/estimated number of stops, waybills and weight;
- 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;
- any available additional information shall be provided to the union upon request. All information provided is based on historic factors and is subject to change with the normal fluctuation of business.
- A full description of the route and its boundaries as well as any exceptions or anomalies for that route.
- Daily average earnings, averaged over the previous thirteen (13) pay periods.

25.04 The Company will make every reasonable effort to ensure that postings shall be occupied by the successful Owner Operator applicants within twenty-five (25) calendar days.

25.05 **Bumping**

An Owner Operator whose route is abolished or who is displaced as a result of bumping will have the following options:

1. Displace a junior Owner Operator in the Branch and then in the Province

Or

2. Elect to hold seniority as a casual and bid on any vacancies that become available.

25.06 In the event a decision is made to relocate a new main operating Hub, a committee will be established to discuss the impact on Owner Operator Linehaul and P & D Owner Operator routes and to address any concerns.

25.07 When a vacancy occurs in the operation of a particular Depot or Branch, that vacancy will be posted, per the prescribed posting form in Appendix "B", Province wide and accessible to all Employees for four (4) working days, from Monday to Thursday (11:59) pm and will be open for four (4) consecutive working days, starting on the Monday first (1st) working day of the week.

ARTICLE B27 – EQUIPMENT

27.01 **Painting of Vehicle**

(a) In the event the Company, for any reason, decides to change the Company colours or at any other time, the Company shall bear the full cost of prep work and repainting all of the Owner Operators' vehicles where required, while Owner Operators are responsible for all body work.

Body work for purposes of this Article will be defined as any damage repair to the vehicle body, fenders, bumpers, doors, roofs, vehicle floors, chassis, etc.

Prep work for the purposes of this Article will be defined as the required sanding and preparation of the vehicle parts to be painted.

Prep work for Linehaul tractors shall include removal and installation of exterior parts and door jams if required.

(b) Repainting and painting of replacement vehicles will be shared fifty (50%) percent by the Company in accordance with the painting price available to the Company (Not new Owner Operators and not body work). Based on this pricing, the Owner Operator is free to get their work done elsewhere as long as it is done satisfactorily.

(c) The Company shall pay the full costs of painting any Owner Operators' vehicle used for a third party and returning that vehicle to normal DHL Express (Canada), Ltd. colours when the driver is awarded another run.

(d) New Owner Operator vehicles or current Owner Operator replacement vehicles must be painted with the correct Company colours within forty-five (45) days of it being used for any DHL Express (Canada) Ltd. related business. Failure to do so may result in progressive discipline.

(e) New Owner Operators will be responsible for the cost of original painting, prep work, and bodywork required.

ARTICLE B28 – GENERAL - HIGHWAY OWNER OPERATORS

28.01 Driving of a tractor without trailer shall be paid for on the same basis as driving tractor- trailer.

28.02 Highway Owner Operators will be supplied with individual lockers at their terminals home and away from home.

28.03 Highway Owner Operators dispatch time will be set by the Company at least seven (7) days prior to dispatch.

28.04 Notice of vacancies for highway Owner Operators will be posted in all Branches.

28.05 The Company will supply each highway Owner Operator with five (5) summer shirts, five (5) winter shirts, one (1) summer jacket, five (5) uniform slacks, three (3) shorts and one (1) winter coat. The Highway Owner Operator will be required to wear the Company issued uniforms while fulfilling the Business Agreement.

28.06 The Company shall, wherever possible, provide at each of its terminals one permanent parking space on Company premises for each Highway Owner Operator working out of that terminal.

28.07 **Job Posting Provisions**

(a) The Company and the Highway Owner Operators accept the principle of seniority on lay-offs and rehiring, and agree that if Employees possess the required qualifications and ability. Company seniority will govern in the Linehaul Branch.

(b) In the event a new additional Linehaul route is established the Linehaul Owner Operator shall be given first preference on the job posting except in the application of 1.17 (j) where the incumbent Employee shall have first preference.

(c) Notice of vacancies for Highway Owner Operators will be posted in all Branches.

28.08 Highway Owner Operators shall be permitted to take one (1) hour meal break during their shift, trip, or tour.

28.09 Seniority list to be posted every three (3) months showing length of Company seniority in the Linehaul Branch.

28.10 All payroll data for Highway Owner Operators to be provided with pay cheque.

28.11 Should highway Owner Operators wish to assist in the loading sequence, they may do so, however, at Regent Street highway Owner Operators may only direct the loading.

28.12 Any minor changes to existing Highway Owner Operator runs (i.e. shortening, extending hours of work, etc.) will not open said run for bidding. In the event of major changes to an existing run, the Highway Owner Operators currently on said run shall have the first refusal if the run is put up for bid.

28.13 The term Highway Owner Operator shall refer to an Owner Operator who drives highway vehicles and is paid as an Owner Operator.

28.14 Linehaul movement between B.C. and Alberta is to be shared between jurisdictions on a 50-50 basis where feasible. This is applicable to scheduled round trips moves only.

The Company agrees that the present number of runs between BC and Alberta shall not be reduced unless there is a loss of business and a subsequent reduction of freight.

28.15 Linehaul Owner Operators will be offered extra work, trips, or route coverage on a seniority basis. Said work to be offered to available equipment in location affected (i.e. Lower Mainland), Company's option to use Company equipment if available.

28.16 If the Company wishes to pro-rate equipment, additional licensing costs to be borne by the Company.

28.17 Owner Operators reporting to hours of service regulations may use Relief Drivers as required, to maintain legal hours of service. This will not be used to maintain their regular routes but in an emergency situation only.

28.18 Suitable accommodation for lay over will be supplied and paid for by the Company.

28.19 Highway drivers will be paid their regular hourly rate while performing any duty other than driving.

28.20 New route or job is deemed to be defined as adding to the scheduled work force.

28.21 **Fuel Escalation: For Linehaul Owner Operators Only**

Linehaul tractor mileage	= over 48 cents / A fuel escalation of 3/4 Cent per mile for every 1 cent increase per litre in fuel.
Linehaul tractor hourly	= over 48 cents / A fuel escalation of 3/4 Cent per mile for every 1 cent increase per litre in fuel.

5 Ton Straight Truck Mileage	= over 48 cents / A fuel escalation of 1 cent per mile for every 2 cent increase per litre in fuel.
5 Ton Straight Truck Hourly	= over 48 cents / A fuel escalation of 1 cent for every 2 cent increase per litre in fuel.

The above fuel clause is based on Owner Operators providing receipts, and the Owner Operator will be dealt with individually based on where each individual's fuel is bought (gross cost including GST).

ARTICLE B29 – MISCELLANEOUS

29.01 Automobile plug-ins wherever installed shall be available for all Owner Operators outside the Lower Mainland and Vancouver Island.

29.02 The Company agrees that all future meetings concerning contract negotiations shall be conducted during the regular working hours and the Owner Operators shall not suffer any loss of pay as a result of such meetings.

29.03 **Pay Errors**

If an error occurs in the payroll computation of an Owner Operator's pay cheque and the amount is equal to one (1) day's pay or more, they shall be entitled, on request, to receive same as soon as practical but not later than three (3) working days after the error was reported; and if the Owner Operator is overpaid then they shall return said cheque or the overpaid amount within three (3) working days.

The Company will help the Owner Operator to acquire a rental (and optional insurance) if necessary and requested. The Owner Operator will reimburse the Company for the cost of the rental and cost of optional insurance through payroll deduction or direct payment if requested.

29.04 The Company agrees to provide coffee, tea, and filtered water to all Owner Operators, free of charge.

Cups to be provided.

29.05 The Company agrees that an Employee will have the ability to use any of DHL Express (Canada) Ltd.'s services on the following basis:

(a) Seventy percent (70%) discount on employee personal shipments only

(b) Maximum three (3) shipment per year.

(c) No collect shipments.

(d) Not transferable (i.e. only a DHL Express (Canada), Ltd. employees can receive this seventy percent (70%) discount.

(e) Blackout period after the first week in December to the second week in January.

29.06 The Company agrees to distribute all Owner Operator union dues receipts when provided by the Union.

29.07 All Business Agreements and attached Schedules must be signed face to face and in the

presence of a Steward or Union Official.

29.08 All IATA code requirements on paperwork or parcels shall be performed by Hourly Employees.

29.09 The Company considers at-fault damage to the Handheld to be subject to the principles of progressive discipline. Recognizing this principle, the policy dated August 28, 1998 will not form part of the Collective Agreement. However, the established program of progressive discipline will be the governing elements.

29.10 The Company extends support on Ford Econo 250 and Chrysler Sprinter. Work continues on other makes.

29.11 **Company Drivers Performing Owner Operator Work**

In instances where the Owner Operator is not notified of freight for their route and given first right of refusal on that freight, the Owner Operator will be paid at the applicable rates as set out in their business agreement for each and every instance where any other employee delivers or picks up work within their route boundaries providing the O/O can make such deliveries and will not affect service to other customers on their route.

ARTICLE B30 – DEFINITIONS

30.01 **Lower Mainland**

For the purpose of this Agreement, it is understood that the area commonly referred to as the Lower Mainland further defined below shall be deemed to be one Branch. Linehaul Drivers will be a separate Branch.

Lower Mainland shall mean all roads to the geographical area:

(a) North - to and including Pemberton, B.C.

(b) South - to the Canadian/United States borders

(c) East - to and including Hope, B.C.

(d) West - to the West Coast mainland to and including Earls Cove, BC.

ARTICLE B31 – SUBSTANCE ABUSE

31.01 Substance abuse is recognized to be a serious medical and social problem that can affect Owner Operators. The Company and the Union have a strong interest in encouraging early treatment and assisting Owner Operators toward full rehabilitation.

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral

of Owner Operators to appropriate counselling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under the care of a medically prescribed course of treatment. If an Institute as selected is not covered under the Medical Services Plan of B.C., the Company will pay the cost of the treatment.

ARTICLE B32 – COMMITMENT TO WORKING TOGETHER

32.01 The Company and the Union agree to the principle of working together to resolve problems

relating to any Article or Clause of the Agreement. To this end, the parties recognize that with selected problems, the Company and the Local Service or National Representative will be required to meet. In these cases, the Local Service or National Representative will coordinate with the Western Regional H.R. Manager the scheduling of the meeting.

ARTICLE B34 – CONVERSION TO OWNER OPERATORS

1. Routes identified as future Owner Operator routes can be designated and the Employees in these routes will be given the option of one (1) accepting the conversion under the terms agreed to by the Company and the Union; or (2) electing a severance payment equal to two weeks per year of service at the Hourly Driver rate for their route.

2. If an Hourly Employee (not a driver) is displaced and eventually loses their job as a result of this process, they will receive the same severance package at their rate of pay.

3. It is understood that Drivers with fifteen (15) or more years of service, as of September 1, 1996, will not be required to convert to Owner Operator status unless they wish to do so. If such a Driver's route is converted and they elect to occupy a position in the warehouse, their hours, rate of pay and approximate shift hours (within two (2) hours) will be guaranteed at their Depot.

4. Existing Owner Operators as of January 1st, 1994 will be allowed to "Grandfather" their routes for the life of the Agreement, outside of the seniority list, for their current route. **It is understood that the boundaries of the said route could be adjusted for business or service reasons but the core will remain intact.** With the proviso that if they post off the route into another job, they now come under the rules of seniority as established.

5. Any Owner Operator, whose contract is not renewed, for other than cause, will be entitled to a termination payment, equivalent to one (1) week of hourly pay for each year of service, at the prevailing Hourly Driver rate.

6. **OWNER OPERATOR LANGUAGE**

   (a) Company Directed Conversion

   The Company will evaluate routes and route structures and determine which routes or combinations of routes will be designated as Owner Operator routes. If the routes to be converted are presently occupied by an Hourly Employee, the Company will notify the Union and the Employee by giving them three (3) months notice of the intention to change the route to an Owner Operator route.

   In the event the Company determines a current hourly route is to be converted to an Owner Operator route, the Hourly Employee affected will have the option to become an Owner Operator or exercise their seniority, into the Junior Hourly Driver position if available.

   If the Hourly Driver mentioned above elects to become an Owner Operator, the program below will apply. If the Hourly Driver chooses not to become an Owner Operator and elects to exercise his seniority, the new Owner Operator route will be posted for all Employees to bid upon as an Owner Operator route.

   The Hourly Driver whose route or routes have been identified as an Owner Operator route will have the first thirty (30) days to make their decision.

If the Hourly Driver elects to become the Owner Operator they will be afforded the following:

(1) If available, to purchase a Company truck of their choice at less than fair market value.

(2) For the first six (6) months, the Company will agree to take the Company truck back for any reason except negligence, in the event the Owner Operator is unsuccessful with his route.

(3) The newly converted Owner Operator will be afforded a credit limit of one thousand five hundred dollars ($1500) to defray start up expenses for maintenance costs, subsidy payments or as a contingency fund for the first six
(6) months of business, to be paid back to the Company within the first twelve
(12) months of service as an Owner Operator in monthly/weekly instalments, to be arranged by the Owner Operator and the Company. (Interest Free)

(4) The Company shall reimburse to the new Owner Operator, the cost of a Chartered Accountant up to a maximum of two hundred and fifty dollars ($250.00) specializing in the transportation industry, for assistance in setting up their business.

(5) During the first six (6) months, the newly converted Owner Operator will be allowed the following:

In a Company directed conversion, the Hourly Employee who will not, or cannot utilize their seniority, will be given two (2) weeks of full time equivalent driver pay for each year of service with the Company, as their termination and severance should they choose not to elect recall status.

(6) (a) At six (6) months the Owner Operator and the Company will assess the conversion and if the Owner Operator chooses not to continue as an Owner Operator, the following options will be available:

(b) The newly converted Owner Operator will accept a termination and severance payment equivalent to two (2) weeks of the full time Hourly Driver equivalent pay for each year of service with the Company.

NEW OWNER OPERATOR

Owner Operators, who are hired for any reason, and who have no previous Company service, will be required to furnish their own vehicles, but may also purchase a Company vehicle if available, but will not be afforded a trial period except as outlined in the Owner Operator Business Agreement.

ARTICLE B35 – LINE HAUL ABOLISHMENT

IT IS HEREBY AGREED AND UNDERSTOOD that the following shall become and remain part of the current Collective Agreement between the Company and the Union.

In the event that there is an abolishment of a Linehaul Owner Operator's work for any valid reason, then the Business Agreement for said Owner Operator shall be temporarily suspended for a period of not more than six (6) calendar months. During this six (6) calendar month period the following shall apply:

(a) The Owner Operator shall retain first right to said work.

(b) The Owner Operator shall retain their service date for bidding on posted work.

(c) The Owner Operator shall be responsible for payment of benefit premiums.

(d) The monthly guarantee shall not apply.

Where a Linehaul route has been suspended or abolished, the Owner Operator will have the option of bumping a Junior Owner Operator with like equipment at any time after seven (7) days or thirty (30) days at Christmas time.

If after six (6) calendar months there is no return to said work, then the Company shall notify said Owner Operator that their Business Agreement has been cancelled. Item 2 of the Owner Operator's Business Agreement will not apply.

In the event of multiple runs on a single lane, the temporary suspension will apply to the Owner Operator with the junior service date on that run.

ARTICLE B36 –NO EROSION

IT IS HEREBY UNDERSTOOD AND AGREED that during the period after contract ratification:

(a) Amended Appendix “C” and Schedule “A” will be prepared.

(b) Owner Operators will sign the new amended Appendix “C” and Schedule “A”.

(c) No Individual terms more advantageous than provided for in the Agreement will be eroded due to this process.

E.G: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

(d) This does not apply to resigning Agreements after a route change or to the elimination of payment for services that are no longer performed.

ARTICLE B37 – CONVERSION TO HOURLY DRIVER

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

(1) The Company will provide at least ninety (90) days notice of the conversion to the Union and the affected Owner Operator(s).

(2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.

(3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept

a severance payment equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator 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.

(4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns their vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under

paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

(5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

(6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of one thousand dollars ($1,000) per Owner Operator.

(7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating, to such tax liability including, if necessary, a loan, subject to the following conditions:

- the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
- the loan will be to a maximum of twenty thousand dollars ($20,000) for a 3/4 ton vehicle, twenty-five thousand dollars ($25,000) for a one ton vehicle, thirty thousand dollars ($30,000) for a five ton vehicle, and thirty-five thousand dollars ($35,000) for a tractor;
- The Owner Operator shall sign a promissory note for the loan;
- the interest rate shall be two (2%) percent above the prime rate as at the date the promissory note is signed;
- the repayment schedule shall be based on an equal number of monthly instalments of five hundred dollars ($500) per month, unless the parties agree otherwise, provided the loan is repaid in full not later than December 31st, 2008;
- the Owner Operator must have elected to become an Hourly rated Employee and must continue to be an Employee of the Company; if their employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

(8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars ($5,000) subject to the conditions set out in paragraph 7 above.

(9) Any dispute over the application of this L.O.U. may be submitted to arbitration in accordance with Articles N4 of the Collective Agreement.

(10) It is understood that any Owner Operator that takes an hourly driving position as a

result of these provisions will be awarded an eight (8) hour position.

ARTICLE B38 – SATURDAY WORK

All Owner Operators working on Saturdays will be compensated based on a five (5) hour minimum and based on the rates in effect in the new collective agreement.

For example, effective on January 1, 2014, an O/O driving a 1-ton vehicle will be compensated a minimum of $136.55 based on an hourly rate of $27.31/hour

The $26.14/hr was determined by using the daily minimum rate which is now in effect for 1-ton vehicles which as of January 1, 2014 is $273.11 per day $273.11 divided by 10 hours - $27.31/hour.

These rates will be pro rated for a three-quarter ton vehicle

These rates will be increased each year in line with the GWI set out in the collective agreement. Refer to **SCHEDULE "A"- FEES NEW METHODOLOGY**

Mileage will also be paid on a pro-rated basis.

All business agreements will be updated to reflect these changes where required.

LETTER OF UNDERSTANDING # 2

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Liability Waiver

The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company.

This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of British Columbia.

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 4

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Policy on Theft

The parties to this agreement recognized theft to be a serious problem that cannot be tolerated. Stealing from our customers who provide us our entire livelihood puts all our jobs at risk.

Therefore, any employee or owner operator who is caught stealing and after investigation it is proven that theft occurred the employee shall be terminated and the owner operator business agreement shall be terminated.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING # 5

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company") AND

UNIFOR
(Hereinafter referred to as "the Union")

Re: Communication Allowance

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

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
IN THE PROVINCE OF BRITISH COLUMBIA

AND

UNIFOR LOCAL 114
(HEREINAFTER REFERRED TO AS THE "UNION")

BC Owner Operator Company Assisted (CA) Leave

It is intended this LOU will become part of the national framework

Owner Operators who service a P&D route, and/or a heavy equipment P&O routes out of the Richmond facility, will be entitled to two (2) weeks company assisted leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues. The Company will cover the Owner Operator's route by utilizing DHLE hourly Employees. The Company must make every reasonable attempt to cover routes using hourly employees, however, should this avenue be exhausted the company reserves the right to use a third party to ensure service levels are met. The Company must notify the local Unit Chair should a third party carrier be required.

Owner Operators requesting CA leave must apply in writing to their Area Manager by the last day of February annually outlining the requested dates for their leave. Requests received by this date will be granted based on union seniority.

CA leave requests received after the last day of February will be reviewed and granted on a first come first serve basis and will be approved at the discretion of the Company based on Operational requirements at the time.

A minimum of two (2) weeks' notice is required for all CA leave requests. Owner Operators may take their CA leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

Only two (2) Owner Operators is allowed off during the same time period.

Owner Operators must take their CA leave between the Monday of the second (2nd) full week of January to Friday of the second (2nd) week of November for each calendar year. CA leave must be taken during the prescribed time and cannot be banked or carried over from year to year. Owner Operators who do not select or take CA leave time during any calendar year will not be compensated for any unused leave.

Owner Operators, while on CA leave, cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining leave prior to returning to work.

All Owner Operators that are not working out of the Richmond facility will be exempt from the program. Either party may give 30 days' written notice to amend or cancel this LOU. In such circumstances where the LOU is amended and/or cancelled, all pre-approved vacation will be honored.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Gord McGrath*

Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

APPENDIX "B"
DHL EXPRESS (CANADA) LTD. POSTING

DATE POSTED:

DATE REMOVED:

POSITION TITLE:

POSITION LOCATION:

REPLY IN WRITING TO:

BASIS OF PAY: AS PER COLLECTIVE AGREEMENT

NORMAL WORKING HOURS:

NORMAL DAYS OFF:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION:

GENERAL RESPONSIBILITIES:

MINIMUM REQUIREMENTS:

APPLICANT SENIORITY DATE

cc Branch Manager
Shop Steward

DHL EXPRESS (CANADA) LTD.
POSTING AWARD

AWARDED TO:

DATE AWARDED:

REPORTING DATE:

BRANCH:

POSITION TITLE:

POSITION LOCATION:

DATE OF POSTING:

TYPE OF POSTING:

IF TEMPORARY, THE EXPECTED DURATION

NAME SENIORITY DATE

cc: Branch Manager
Shop Steward

DHL EXPRESS (CANADA) LTD.
PRE-APPLICATION FOR JOB POSTING

DATE APPLIED:

CURRENT POSITION:

POSITION/ROUTE # PREFERRED

I WILL BE ON AN APPROVED LEAVE OF ABSENCE FROM:

FIRST DAY OF LEAVE:

DATE RETURN TO WORK:

APPLICANT:

BRANCH MANAGER

SHOP STEWARD:

* TO BE USED FOR APPROVED LEAVE OF ABSENCE AND ANNUAL VACATION

BUSINESS AGREEMENT

OWNER OPERATOR'S OBLIGATIONS

6. The Owner Operator agrees to:

(j) Provide personally their services except for holidays, accident, illness, vacation, authorized leave or emergency.

(k) Accept sole responsibility for the freight handled and claims related to such freight provided however, that in order for the Owner Operator to be held liable, it must be established that the Owner Operator was negligent in the performance of their duties.

(l) Owner Operators are required to provide the Company with a copy of all maintenance records related to their vehicle on a quarterly basis.

(m) All violations involving the Owner Operator's vehicle, moving or parked must be reported immediately to the Service Centre Manager.

(n) No Owner Operator shall use a Relief Driver as their replacement to work somewhere else without the written permission of both the Company and the Union.

(o) The Owner Operator may elect to retain a Relief Driver on their run indefinitely but shall have to pay sixty (60%) percent of the gross daily income to their driver plus WCB costs, excluding fuel escalation, until the expiration of their Union duties.

(p) Linehaul Owner Operators to pay a minimum of twenty-five (25%) of gross revenue per day plus WCB costs.

(q) All Owner Operators who are registered with the Worker's Compensation Board who can qualify to not pay personal option protection may do so but must meet the Board's regulations to keep their account active or disciplinary action will result.

OPERATING PRINCIPLES

7. (a) During the term, and any renewal thereof, Branch undertakes and agrees to provide the Owner Operator and the Vehicle with appropriate Motor Carrier Authority Freight Vehicle Licenses authorizing the transportation of goods, provided by DHL Express (Canada), Ltd. in connection with performance of services by the Owner Operator.

14. Each route general borders plus any anomalies shall be described fully in each Owner Operator's Business Agreement (Schedule "A").

SIGNED, SEALED AND DELIVERED:

BRANCH _____

By:

_____	_____
WITNESS	MANAGER
_____	_____
WITNESS	OWNER OPERATOR
_____	_____
DATE	AREA DIRECTOR

SCHEDULE "A"- FEES NEW METHODOLOGY

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as aforementioned, as follows:

1. a. The Owner Operator shall receive a guarantee of as their daily guarantee.
International Waybills are the same as Original Waybills Air shuttles will pay a minimum of fifty dollars ($50.00).

All scannable waybills, laser waybills, shippers own bar-coded labels must be scanned, as per Company policy, in order to receive compensations outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

Owner Operators redirected to another Depot to unload will be paid fifty ($50).

The Company will not deduct any portion of the quality payment if the attempts or circumstances were out of the owner operator's control. Any deduction of the quality payment must be presented to the owner operator in person within twenty four (24) hours of the occurrence. If the supervisor fails to notify the driver within the twenty four (24) than the quality payment will be automatically paid out.

	1-Jan-24	**1-Jan-25**	**30-Jun-25**	**1-Jan-26**	**1-Jan-27**	**1-Jan-28**
Axle rate	2.80%	5.00%		3.50%	3.25%	4.00%
Linehaul Tractor	$1.82	$1.91	$1.91	$1.98	$2.04	$2.12
Linehaul Straight Truck	$1.56	$1.64	$1.64	$1.70	$1.76	$1.83
Linehaul 1 Ton	$1.01	$1.06	$1.06	$1.10	$1.14	$1.19
Linehaul 3/4 Ton	$0.95	$1.00	$1.00	$1.04	$1.07	$1.11
Linehaul Tandem Axle Tractor Driving Rate	$66.29	$69.60	$69.60	$72.04	$74.38	$77.36
Linehaul Single Axle Tractor Driving Rate	$62.21	$65.32	$65.32	$67.61	$69.81	$72.60

- Axle rates to be negotiated with the introduction of new equipment.

Linehaul Owner Operators who operate with a train will be paid an additional twelve cents ($0.12) per mile. The train rate is paid for the duration of the trip.

Linehaul Owner Operators who operate on Highway 3 will be paid an additional three cents ($0.03) per mile. However, drivers who normally do not use Highway 3 and who are forced to use Highway 3 by an aversion will only be paid for the mileage they drive on Highway 3.

Tridem Rates – The Company will provide a payment for this work, at a rate of eight cents ($0.08)/mile. Ramps will be installed in Prince George and Burnaby at ratification.

	1-Jan-24	1-Jan-25	30-Jun-25	1-Jan-26	1-Jan-27	1-Jan-28
Drop Rates:	2.80%	5.00%		3.50%	3.25%	4.00%
Linehaul Tractor	$21.91	$23.01	$23.01	$23.82	$24.59	$25.57
Linehaul Straight Truck	$21.91	$23.01	$23.01	$23.82	$24.59	$25.57
Linehaul 1 Ton	$10.95	$11.50	$11.50	$11.90	$12.29	$12.78
Linehaul ¾ Ton	$10.95	$11.50	$11.50	$11.90	$12.29	$12.78

Drop rate is equal to thirty (30) minutes of work. In the event that the work time at a drop exceeds thirty (30) minutes, every increment of fifteen (15) minutes work time will be paid one-half (½) the drop rate. The Company will undertake to review the drop times on all routes within ninety (90) days following ratification and the appropriate rate will be established.

	1-Jan-24	1-Jan-25	30-Jun-25	1-Jan-26	1-Jan-27	1-Jan-28
	2.80%	5.00%		3.50%	3.25%	4.00%
Train Make/Break Rates: (per occurrence)	$22.50	$23.63	$23.63	$24.46	$25.25	$26.26
Switch Trailer Rate: (per occurrence)	$22.50	$23.63	$23.63	$24.46	$25.25	$26.26

3. The Owner Operator shall be paid the aforementioned amounts by direct deposit every two (2) week period on Thursday.

4. The Owner Operator will receive a minimum bi-weekly daily gross ("guarantee") from services in respect of _____ route in the Province of British Columbia.

The daily minimums are as follows:

Minimum	1-Jan-24	1-Jan-25	30-Jun-25	1-Jan-26	1-Jan-27	1-Jan-28
BRITISH COLUMBIA	2.80%	5.00%		3.50%	3.25%	4.00%
Minimum - 3/4 ton	$325.25	$-	$335.00	$346.73	$358.00	$372.32
Minimum - 1 ton	$353.05	$-	$355.10	$367.53	$379.48	$394.66
Minimum - 3 & 5 ton	$353.05	$-	$375.20	$388.33	$400.96	$417.00

In addition to the above, the guarantee will be increased by the amounts set out below for mile driven over the minimum.

- ¾ ton van $0.35 per km for all miles over 130 kms/day
- 1 ton van $0.40 per km for all miles over 130 kms/day
- 3 ton van $0.60 per km for all miles over 200 kms/day
- 5 ton van $0.65 per km for all miles over 200 kms/day

All guarantees negotiated or otherwise, will be calculated as a daily minimum, effective date of ratification.

Any time worked beyond a five (5) day work week will be considered an extra to be negotiated as part of the Business Agreement. No Owner Operator will be required to work more than five (5) days per week without their agreement.

Owner Operators who have negotiated a guarantee greater than the above will receive the following increases to their individual daily guarantee:

Note: It is understood that although the daily minimum guarantee will remain in place (and the International Shuttle Owner Operator guarantee will continue), the Framework Methodology Committee will continue to explore ways of reducing the number of Owner Operators reliant on this guarantee.

Pay period minimum is pro-rated based on the number of working days in the pay period. Partial

routes will be pro-rated accordingly.

Partial routes will have no adverse impact on existing Owner Operators.

The Company will not implement any new partial Owner Operator routes unless there is an Agreement otherwise between the Company and a Union Business Agent or National Representative. If any existing partial route is rerouted or reposted, it shall be deemed to be a regular Owner Operator route unless the Company decides to fill it with an Hourly Driver.

5. With the exception of invoice adjustments or corrections, any monetary claims by the Company against an Owner Operator must be submitted as a Company grievance and no deductions shall be made until the grievance is resolved or arbitrated, all auditing adjustments must be presented to the Owner Operator in a face to face meeting with a Steward present and proof provided of all adjustments. The Company agrees further any audit as provided for herein shall be conducted in a timely manner and the information the Company is relying on shall be checked to be accurate prior to the meeting.

6. (a) DHL Express (Canada), Ltd. may in its reasonable discretion from time to time add to and amend Schedule "A" in any manner necessary to comply with law. Any such addition or amendment shall be effective and binding upon the Owner Operator from the date stipulated in the notice of DHL Express (Canada), Ltd. in regard thereto.

(b) DHL Express (Canada), Ltd. may, at times, add to and amend the Owner Operators Rules and Guidelines in any manner necessary for compliance with the law. Any such addition or amendment shall bind the Owner Operator from the time DHL Express (Canada), Ltd. advises the Union in writing of the required amendment.

7. **Operating Principles**

a. If and when an Owner Operator is required by the Company to return to the Depot to do missed shipments, then the Owner Operator will receive his stop rate for any re- deliveries, which shall be charged to the Company.

b. All Owner Operators shall be entitled to take two (2) fifteen (15) minute rest periods and one (1) half hour meal period at their discretion.

c. All Owner Operators will be afforded a credit limit of up to two thousand five hundred dollars ($2,500) for unexpected emergency vehicle repairs. If requested, the money will be advanced

within two (2) weeks of the request. The repayment schedule will be arranged between the Company and the Owner Operator interest free, but must be paid back within the twelve (12) months of the advance of the funds. Owner Operators will be responsible for the repayment of the entire loan, or the total amounts owing will be deducted from their final paycheque.

d. Off loads will be locally negotiated between the Owner Operator and their Branch Manager.

e. Company requested claims inspections will pay a minimum of five dollars ($5.00).

f. The Company shall pay for all road, ferry or transport tolls or fees.

g. Warehouse time for Owner Operators will be paid the following: (Pick up and delivery units only).

	1-Jan-24	**1-Jan-25**	**30-Jun-25**	**1-Jan-26**	**1-Jan-27**	**1-Jan-28**
Warehouse	2.80%	5.00%		3.50%	3.25%	4.00%
Inside Lower Mainland	$33.33	$33.33	$33.33	$33.33	$33.33	$33.33
Outside Lower Mainland	$35.64	$35.64	$35.64	$35.64	$35.64	$35.64

Owner Operators shall not normally perform any hourly warehouse and/or hourly driver duties, but may assist in an unforeseen and temporary emergency situation once all hourly employees have been exhausted.

Any additional warehouse time to existing Owner Operators on their existing runs as of date of ratification **of the 2001 agreement** will be paid over & above any guarantee or flat rate applicable to them.

h. Linehaul routes requiring a layover away from home terminal will be paid a two cent ($0.02) per mile premium. (Applicable for routes under five hundred (500) miles.) Wherever possible, the Company will not require weekend layovers.

8. (a) The Company shall provide the local Union office with a copy of each Owner Operator Agreement, signed by the Company and the Owner Operator. During the following twelve (12) month period, the Company will work with the Union to make sure that all Owner Operator Business Agreements and Schedule “A”s are updated and signed.

(b) All Owner Operators shall only be allowed one route and one vehicle.

9. It is recognized that the Owner Operator's work week may consist of five (5) consecutive days with two (2) consecutive days off. Saturday and Sunday are recognized as the sixth (6th) and seventh (7th) shift respectively.

10. Non Owned Trailer Insurance will become the responsibility of the Company.

11. Fuel Escalation

Owner Operators will determine their average daily kilometres and submit this to the Company within two (2) weeks of date of ratification. Average daily kilometres are based on work driving only and do not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometres

will only be adjusted with a reroute or significant geographic change. The base fuel price for this program will be the B.C. average unleaded fuel price of fifty-five cents ($0.55)/litre. Owner Operators will be paid on the basis of:

City Routes:

- ¾ ton van - $0.01 per km for every $0.04 change in base fuel price
- Dual Wheel Units - $0.01 per km for every $0.03 change in base fuel price
- 5 ton units - $0.01 per km for every $0.025 change in base fuel price

Rural Routes:

- ¾ ton van - $0.01 per km for every $0.05 change in base fuel price
- Dual Wheel Units - $0.01 per km for every $0.04 change in base fuel price
- 5 ton units - $0.01 per km for every $0.035 change in base fuel price

Determination of City or Rural Route, for this program, is on the basis that a route consisting of eighty (80%) percent or more of its total mileage is within city/town limits is considered City. All Lower Mainland routes are considered City. The route must be designated either City or Rural, there is no mixed routes.

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the base price. Fuel prices to be posted at all locations at the first of each month.

Owner Operators will submit any amounts owed under this program as a separate charge on their daily invoices. Any Owner Operator found overstating their mileage will, at a minimum, be permanently excluded from this program. There will be no compensation for mileage incurred for personal use at any time.

12. WCB Premium Reimbursement

Effective August 1, 2009 - Upon presentation of a receipt from Worksafe BC, the Company will reimburse the Owner Operator one hundred and fifty dollars ($150) per year for the cost of WCB coverage.

This amount shall be paid over and above any guarantee.

SCHEDULE "B" - SPECIFICATION FOR SERVICE

The Owner Operator hereby undertakes and covenants to perform the services pursuant to the Agreement and to strictly adhere to the following guidelines:

The Owner Operator shall:

(a) be available for service at all times and places established from time to time by DHL Express (Canada), Ltd.;

(b) have on hand an adequate supply of presentable waybills, rate sheets, flyers and other supplies required by the operating authority of DHL Express (Canada), Ltd.;

(c) prepare and submit accurate and honest reports to DHL Express (Canada), Ltd. for the services performed pursuant to this Agreement on a daily basis along with an Owner Operator daily check sheet and completed route summary;

(d) submit any agreed to copies of waybills relating to pick ups and copies of waybills relating to deliveries to DHL Express (Canada), Ltd. at the end of each work day;

(e) pick up and deliver every shipment of packages assigned by DHL Express (Canada), Ltd. to the Owner Operator in accordance with the instruction standards of service set by DHL Express (Canada), Ltd.;

(f) be responsible for the loading, unloading, maintaining and servicing of the Vehicle and the verifying of all customer material;

(h) present themselves for work in a clean, pressed uniform or other clothing acceptable to DHL Express (Canada), Ltd. at all times during service;

(i) ensure that the vehicle is clean, sound and in good working condition with all advertising material where agreed upon supplied by DHL Express (Canada), Ltd. properly displayed;

(j) ensure that the Vehicle continues to meet the specifications of DHL Express (Canada), Ltd. as to colour, type, decaling and security;

(k) drive the Vehicle in a safe, cautious and expeditious manner;

(l) conduct themselves in a polite and helpful manner while making pick ups and deliveries on behalf of DHL Express (Canada), Ltd.;

(m) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, damaged or destroyed;

(n) notify DHL Express (Canada), Ltd. in the event of any accident that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by them on behalf of DHL Express (Canada), Ltd. under this Agreement for the remainder of the day concerned. However, if the driver and/or the vehicle are incapacitated, the Company will attempt to arrange for the alternate coverage for the remainder of the day concerned, but will retain the revenue for the period in which they operate, if an Hourly Driver is used;

(o) not use any alcohol or drugs while performing the services under this Agreement;

(p) properly lock any door when leaving premises which the Owner Operator has gained access to by virtue of any keys supplied by DHL Express (Canada), Ltd. or the customer concerned;

(q) scan every piece in accordance with Company policy and where this is not possible, obtain the appropriate signature on any waybills as proof of delivery, or if no waybill exists have the customer or their agent sign on a sub-waybill;

(r) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;

(s) scan, report and/or record any deliveries or pickups not completed;

(t) ensure that the Vehicle is kept locked and fully secured at all times;

(u) not allow any passengers not authorized by DHL Express (Canada), Ltd. in the Vehicle when performing the services pursuant to this Agreement and delivering or picking up parcels on behalf of DHL Express (Canada), Ltd.;

(v) provide a replacement Driver or vehicle, when necessary, either of which must have previously been cleared and deemed acceptable to DHL Express (Canada), Ltd.;

(w) 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 ninety (90) days to acquire the new equipment;

(x) the Company will pay the first waybill rate for a delivery and a pickup at the same location at the same time providing the normal standards of delivery and pickup are maintained;

(y) as noted below, the following will be paid as a regular stop rate plus pieces:

1. Regular Pickup:
   Regularly scheduled stop nothing shipped on that day.

2. Attempted Pickup:
   Driver is dispatched to customer. Nothing shipped; shipper knows nothing about it. Must be there prior to
   customer's closing time.

3. Attempted Delivery:
   Driver cannot deliver as no one is home or business is closed. Applies to closed business only if driver there during normal hours of operation. Payment includes weight of shipment.

4. Cheque Pickup:
   Pickup of cheques for Accounts Receivable. Paid separately when driver is required to make a separate
   stop.

5. LCS Delivery
   Driver delivers DHL Express (Canada), Ltd. product to customer on regular or laser waybills. (Could include supplies or pre-printed waybills in large quantities.)

6. LCS Pickup
   Driver is asked to pickup product for DHL Express (Canada), Ltd.

7. International Meet
   Driver is dispatched to meet other drivers to go to airport for international service. Charges one waybill for each meet.

8. Sameday Meet
   Drivers who meet the same day shuttle for additional stops.

9. Mobile Meet
   Driver meets a shuttle to obtain late air shipments.

10. Driver Meet
    Driver gives scanner and pickup material to another Driver who is returning to the Depot.

11. Airbox Drop
    Driver drops off air pickup material for another Driver to retrieve.

12. Deliver locations
    Separate delivery locations will also count as separate stops.

In the event it is determined that the Owner Operator is unable to make a delivery(s) or pick-up(s) in their area, Management reserves the right to assign these stops to surrounding routes in order to maintain customer service.

The intent of this language is that the Company would have specific reasons for assigning stops to surrounding routes. This would be done on a one-off and not on a permanent basis.

SCHEDULE "C" - HEALTH CARE BENEFITS: BRITISH COLUMBIA

It is hereby agreed that all DHL Express (Canada), Ltd. Owner Operators will receive the following insurance package, paid for fully by the Company:

1.	Life Insurance	$50,000
2.	Accidental Death & Dismemberment	$50,000
3.	Felonious Assault	$30,000
4.	Major Medical Insurance: (similar to extended health benefits). May start 30 days following Owner Operator activity.	

Owner Operators may exercise an option for the following health and welfare benefits. These benefit premiums are totally paid for by the Owner Operator.

A. Provincial Medical Insurance: applicable for each Province. Available first of month following date of employment.

C. Personal Accident Insurance: This is a separate plan. Amount of coverage is optional to each Owner Operator at their own cost as outlined in the pamphlet. Available on first of month following completion of thirty (30) days following Owner Operator activity.

D. If the numbers warrant the Company will, on behalf of the Owner Operators, negotiate with an insurance carrier a separate plan for S.T.D. and L.T.D. based on Owner Operator experience and funded by the Owner Operators.

E. The Company shall within one hundred twenty (120) days of ratification produce a booklet that contains all needed forms relating to claiming on any of the insurances provided as well as an explanation of all benefit packages made available to the Owner Operators.

F. There shall be no drug or alcohol testing of any Owner Operators under this Collective Agreement unless required by law or a separate Agreement between the Union and the Company.

G. The Company agrees to recognize same sex couples for the purpose of coverage through any negotiated benefit or clause.

NATIONAL – BUSINESS AGREEMENT

(a) Cargo liability insurance on terms and conditions reasonably satisfactory to Branch in an amount of not less than twenty-five thousand dollars ($25,000).

The foregoing insurance must be placed with an insurer reasonably acceptable to DHL Express (Canada), Ltd. The Owner Operator must further provide DHL Express (Canada), Ltd. 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:

1) Branch will be added to said policies as an additional insured by only with respect to liability that may result from the performance of the Agreement;

2) The Owner Operator and the insurers further agree to waive all rights of subrogation as against DHL Express (Canada), Ltd.;

3) The policies shall contain severability of interest and cross liability clauses;

4) The Insurers will provide DHL Express (Canada), Ltd. with thirty (30) days prior written notice of any cancellation or material change in the policies.

UNION OFFICE

- ***The Company will provide the Union with a blind LOU outlining the following:***

The Company will provide the Union with an office space and facilities at the main premises (Lower Mainland Hub) for the exclusive use of authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Gord McGrath*
Glenn Gardner	*Kristian Nielsen*
Nicholas Halary	*Amneek (Ricky) Johal*
Ewa Maggiotto	*Gurvinder Badesha*
	Clayton Roswell
	Mario Santos

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 4050

ALBERTA APPENDIX

Effective: January 1, 2025 to December 31, 2028

ALBERTA APPENDIX
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ARTICLE A1: UNION RECOGNITION

1.01 (a) This includes but is not limited to involvement at any step of the grievance procedure.

1.17 (j) Should the Local Unit Chairperson be sent back to the regular work force by way of being removed by the Union or if they are not re-elected then the person may bump as per the collective agreement if they are a former hourly employee. Should the Local Unit Chairperson be a former Owner Operator then they shall assume their former position if they had elected to cover that route with a relief driver or elect to be placed on layoff status until a position comes open at which time they may exercise their rights as per the posting and seniority procedures.

The Local Unit Chairperson shall be elected from the broader membership in a way as devised by the Local Union.

The Company will provide the Union with an office space and facilities at either Edmonton or Calgary for the exclusive use of the Local Unit Chairperson or authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office.

The Local Unit Chairperson must work out of one of the two cities above but any employee may run for the elected position when it comes available.

The Local Unit Chairperson must fulfill all of the obligations and expectations as set out by the Local and National Union in regards to this position. The Local Unit Chairperson shall report directly to the UNIFOR Local Union Representative, Local President and or National representative. The Local Unit Chairperson shall also be required to document their activities so as to provide updates to the Company. The Local Unit Chairperson shall be subject to all requirements of the UNIFOR Constitution.

1.19 (b) Should the Hourly Employee or Owner Operator request a continuation of welfare benefits during such leave the premium will be remitted to the Company by the Hourly Employee or Owner Operator prior to the month(s) in question.

1.23 The Company may request that a Union representative, including the Local Unit Chairperson, be sent to another branch for consultation. Such representative will be paid at the regular rate of pay for travelling time as well as for hours of consultation, up to a maximum of normal shift hours for an Hourly Employee or Owner Operator. The Company will assume all necessary expenses within Company policies, such policies in place as of March 2009 will be considered the minimum payable.

1.24 A Dependent Contractor (Owner Operator) is deemed to be an "Employee" of the Company as defined by the Labour Code of Canada, Part I. Rules and guidelines and applicable Articles are located in Appendix "A" of this Agreement.

1.25 No member of the Union shall use their personal vehicle to conduct any company business (excluding Owner Operators' regular DHL work vehicle, rentals, or other temporary route replacement vehicles).

ARTICLE A3: GRIEVANCE PROCEDURE

3.03 The following procedures will apply when discipline is contemplated.

(a) The employee will be notified of the charges as soon as the Company is prepared to present them. The Unit Chairperson shall be notified at the same time.

(b) When the Union and the employee(s) are notified of the charge(s) as per A3.03 (a) above, an investigation into the allegations shall be scheduled within five (5) calendar days (excluding Saturdays, Sundays and Statutory Holidays) of the charge(s) being presented.

(c) When possible, the Union and the employee will be given at least twenty-four (24) hours notice of the hearing and in addition will be given a complete outline of all charges and evidence known at least twenty- four (24) hours prior to the hearing. After the initial hearing, further evidence relevant to the investigation or issues in dispute will be provided within twenty four (24) hours of the company becoming aware of such evidence.

(d) The employee may be held out of service for serious incidents, pending an investigation, until the time of the hearing. In determining whether to hold the employee out of service, the Employer will consider the nature of the alleged infraction(s). A decision to hold an employee out of service without pay is subject to the grievance procedure after either discipline is levied or the file is closed. If it is determined there was no just cause to be held out of service, they will be paid for all time held out of service for an Hourly Employee, or, all lost income for an Owner/Operator. Such payment will be made within three (3) working days.

(e) A Steward or designate will be present at the investigatory hearing along with the employee.

(f) Any known witnesses and/or known evidence will be called by either party at the hearing and such witnesses will be paid for their attendance at applicable rates.

(g) A decision will be rendered by the company within seven (7) calendar days following the hearing.

(h) Either party may request an extension of the time limit(s) outlined above and such requests shall be in writing and shall not be unreasonably withheld.

(i) Violations of this procedure may render any resulting discipline null and void.

ARTICLE A4: ARBITRATION

4.08 In the event an Owner Operator is terminated and a grievance is filed by the Union, the Company will cover the vacant route pending completion of the initial grievance process excluding arbitration.

ARTICLE A5: ANTI-HARASSMENT AND DISCRIMINATION

5.01 (c) Anti-harassment and discrimination training will be provided to Management, Union representatives and will be delivered to all Hourly Employees and Owner Operators. The training will be the UNIFOR program with the Company bearing the full costs.

5.02 (7) Any findings by a joint committee shall be used only to determine whether a situation or offence has actually occurred and not to determine any form of discipline.

ARTICLE A9: WORK CONDITIONS (HEALTH AND SAFETY)

9.02 **Joint Health and Safety Committee:**

(e) During all absences of the Union Co-Chairperson, the Company shall recognize an alternate Co-Chairperson designated by the Union.

(f) The Committee shall assist in creating a safe and healthy place to work, shall recommend actions which will improve the effectiveness of the health and safety program, and shall promote compliance with appropriate laws, regulations, code of practice, and guidelines. The Company shall consider recommendations of the Committee.

9.07 (c) Lunchrooms - The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to approval of the Company as to location.

9.10 (o) Automobile plug-ins wherever installed shall be available for Union Members use.

9.15 Where necessary to comply with Transportation of Dangerous Goods Regulations, the Company will have showers at the Edmonton, Calgary and Red Deer Branches.

9.17 The Company shall not be responsible for the loss, damage or destruction of Employee's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

9.18 Substance abuse is recognized to be a serious medical and social problem that can affect Employees and Owner Operators. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees and Owner Operators toward rehabilitation.

The Company will continue to provide a comprehensive approach to dealing with substance abuse and its related problems. Company assistance will include referral of Employees and Owner Operators to appropriate counseling services or treatment and rehabilitation facilities.

The Company also provides other services in conjunction with existing company policy and EAP program.

9.19 a) The Union and the Company will immediately form an Ergonomic sub- Committee of the Health and Safety Committee composed of the Unit Chair, the Union Co-Chair of the Health and Safety Committee, and at least two (2) additional Union representatives and an equal number of Company representatives. This Committee will meet on paid time at applicable rates at least four (4) times per year.

b) The Ergonomic sub-Committee and the OH&S Committee will address ergonomic concerns and training on an ongoing and priority basis and will work progressively toward improving the workplace/employee and Owner Operator interface. When an ergonomic concern is beyond the scope and/or expertise of the OH&S Committee members, appropriate external consultants shall be used.

c) The Ergonomic sub-Committee and the OH&S Committee will develop an ergonomics checklist which shall be used in job station designs and/or for the introduction of new processes and procedures.

ARTICLE A11: TRAINING

11.01 The Company may request the Hourly Employee or Owner Operator attend a defensive driving course, paid for by the Company.

11.02 When these hours fall on a scheduled work day,

a) The Owner Operator will be paid as the regular Courier Driver at a straight-time hourly rate of pay for all hours spent in training, or the out- of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be paid a rate of time and ½ (1.5) top rate Courier Driver classification.

When these hours fall on a non-scheduled work day,

b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at time and ½ (1.5) top rate Courier Driver classification.

11.05 Hourly Employees working split shifts shall be paid time and a half (1.5) for all hours spent training during their split if the total hours required for training puts the employee in an overtime position.

11.06 The Company will ensure that each and every Driver is properly trained to meet their full responsibilities and duties, including training as required by dangerous goods regulations.

11.07 **New Employee Orientation:**

a) The Company shall provide a minimum one hour paid orientation for every new Hourly Employee and Owner Operator at their applicable rate prior to their first shift.

b) The Company shall also provide each new Owner Operator three (3) continuous days paid training at the commencement of their employment. In addition a current employee or owner operator who secures a new Owner Operator route shall be entitled to the same three (3) continuous days training but shall have the right to opt out of this training at their discretion. In this case the Owner Operator is compensated eight (8) hours regular relief driver rate for each day of training.

11.08 **Hourly Employee Cross Training:**

The Company agrees to institute a training program in the Edmonton and Calgary branches only to provide relief for Vacation, Owner Operator Company-Assisted Leave, WCB, STD, LTD, and Emergency situations.

The training program shall be administered in the following manner:

1) Each month the Company shall post a list of positions that require relief, and, employees who wish to be trained shall signify their intention by posting their name on a cross training list.
2) Employees shall be chosen by seniority on the list and trained on the positions requiring relief for a maximum of 5 days at their current classification rate.
3) When the Employee is transferred to the new positions for relief purposes, they shall be paid at the relief position classification rate.

This article shall not limit or infringe on the rights of Employees to attain extra hours as per the existing Collective Agreement or for the need to train Casuals provided that the Employee

meets their obligations to work in the relief positions schedule when required.

ARTICLE A15: UNIFORMS

15.09 a) Alterations will be paid for by the Company for all alterations that are required for uniforms that do not fit at issue. All other alterations shall be the responsibility of the wearer.

b) The Hourly Employees and Owner Operators will be expected to properly care for and to keep all uniforms in good repair and condition at the employees' expense.

ARTICLE A23: NEGOTIATING COMMITTEE

23.02 a) The Provincial Bargaining Committee shall consist of up to four (4) employees and/or owner operators plus the Unit Chairperson as determined by the Unit and the Local. Hourly employees shall be paid eight (8) hours per day Premium rates such as overtime and shift differential shall not apply.

Owner Operators shall be remunerated for reasonable out-of-pocket expense of a replacement driver while involved in negotiations, if the owner operator does not use a relief driver they shall forfeit their route revenue for the day and shall be paid eight (8) hours per day at the Relief Driver Rate.

ARTICLE A27: SENIORITY

27.01 The purpose of seniority is to provide a policy governing preference for layoffs, postings, bumping and recalls. Each Union member will establish a Company seniority date. Where two or more employees are hired on the same day the order of seniority amongst them shall be determined by the employee's surname alphabetically.

For Hourly Employees and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employee's or Owner Operator's last hiring.

The following Groups are recognized for the purposes of Company Seniority exercised within a group as provided for by this agreement:

a) Warehouse/Hourly Driver
b) Clerical
c) Owner/Operators

27.02 The Company will issue and post a seniority list in each Branch showing position held and Company seniority for all Union members at the Branch or Depot. This list will be renewed every four (4) months with copies to the Shop Stewards, Local Union Office and Local Chairperson.

27.03 Any Union member may contest the seniority list by submitting their appeal in writing to the Company and the Union, within thirty (30) working days following its posting date. Where proof of error is shown, the seniority list will be corrected as agreed on. Afterwards, the list shall become official. There may be an exception to the above-mentioned rule in the event that an Hourly Employee or Owner Operator is absent for a period of at least thirty (30) days following the posting of the seniority list.

27.04 For the purposes of seniority, all existing and future locations in Edmonton and in Calgary will be considered one (1) branch in each of the respective cities.

As DHL currently only has Branches or Depots in Calgary and Edmonton the parties agree to the following rules should DHL open a new Depot or Branch in a new location, this may include

transferring routes from Calgary or Edmonton to the new Depot or Branch.

- The incumbent Owner Operator shall have the right to either accept the transfer or bump the junior Owner Operator at their current depot or branch, if they accept the transfer Company seniority shall apply as per A27.07

- If the incumbent Owner Operator elects to bump then the transferred route shall be posted in the depot or branch from where the route is being transferred from for bidding by amongst all Owner Operators in the originating branch or depot.

- If no Owner Operator from the branch or depot bids for the route then the route shall be posted province wide for awarding as per the current agreement.

- Once the new location and its route or routes are finalized, that location shall become a new branch or depot for the all purposes of the collective agreement including but not limited to seniority.

ARTICLE A28 DEFINITIONS

28.01 **Seniority** - the length of continuous service in the bargaining unit since the Union Member's last hiring according to the provisions of clause A27.01. There is no allowance for service acquired before actually joining DHL Express Canada.

28.02 **Courier Driver / 3-5 Ton Driver** - A regular scheduled hourly Employee who holds a posted position as a defined route or who performs cleanup work.

28.03 **Regular Full-Time Employees** - For the Warehouse/Hourly Driver Group, any Employees regularly scheduled to work forty (40) hours per week shall be considered full-time Employees. For the Clerical Group, any Employees regularly scheduled to work thirty seven and one half (37 ½) hours per week shall be considered full-time Employees.

28.04 **Regular Part-Time Employees** - Part-time Employees shall be those who work on average less than forty (40) hours and not less than twenty (20) hours per calendar week at the rate established for their respective classifications (subject to B31.02(b)).

28.05 **Casual Workers** - Casuals may be employed to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses N1.05 (b) and (c) are applicable to casual workers.

28.06 **Relief Driver** - A regularly scheduled hourly Employee who is assigned to various routes as required to cover absent hourly drivers or Owner Operators. These positions shall be posted as per the Collective Agreement and shall be awarded based on required knowledge and qualifications. Where such knowledge and qualifications are reasonably equal seniority shall prevail.

There shall be a minimum of one position in Calgary and Edmonton.

28.07 **Position** - The assignment held by an Employee which in the case of regular drivers includes the regular route that an Employee normally works.

28.08 **Sorter Marker** – a regularly scheduled Employee who performs internal marking on freight and internal and external mail. This would apply to employees working in Edmonton and Calgary.

28.09 **Warehouse/Customs Specialist** – a regularly scheduled Employee who expedites the clearance of all inbound shipments.

28.10 **Owner Operator** - A Dependent Contractor who holds a valid Business Agreement (Schedule B) for services with the Company and is subject to the terms and conditions of that agreement.

28.11 **Business Agreement** - An agreement, between the individual Owner/Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided (Schedule B).

Where a dispute arises in language interpretation between Collective Agreement and the Dependent Contractor's Business Agreement (Schedule B), the Collective Agreement interpretation will prevail.

28.12 **Stop** - The process of attempting or completing a delivery or pickup at a premise, or going off route, to carry out a transaction or transactions.

28.13 **Swamper** – an individual that assists an Owner Operator in performing their route responsibilities. The swamper may work alongside the Owner Operator, but is not authorized to perform delivery and pickup work on behalf of the Owner Operator.

28.14 **Lead Hand** - A regularly scheduled Hourly Employee who directs, coordinates and supervises the work of Hourly Employees under the direction of their supervisor within their particular unit or section. However, they shall not have the authority to hire, suspend, dismiss or discipline Hourly Employees. All leads provided for in this agreement shall be working leads. It is understood that a lead hand will participate in the working operation.

ARTICLE A29 MISCELLANEOUS

A29.01 The parties agree that Hourly Employees who are engaged by an Owner Operator, in accordance with this Collective Agreement, to act as a Relief Driver, will be subject to the discipline procedure should they fail to act in accordance with the duties and responsibilities of an Owner Operator, such discipline is grievable.

LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")

AND:

UNIFOR (LOCAL 4050)
(HEREINAFTER REFERRED TO AS THE "UNION")

PAID UNION TIME

Effective December 14, 2005, the Company agrees to pay:

1) Ten cents ($0.10) per service day per Owner Operator and

2) One cent ($0.01) per hour per hourly employee for all compensated hours

for the purpose of providing paid union time. Such monies will be paid to Local 4050 on a quarterly basis.

These funds will be held in trust by Unifor Local 4050 and shall be used for the sole purpose of the payment of legitimate expenses incurred by the Local Unit Chairperson (except those expenses covered by Article 1.15) as authorized by the Local President or Local Service Representative. The Local Unit Chairperson shall be paid by Local 4050 through this fund when expenses' are submitted on the appropriate Local 4050 expense form, such payments shall conform to the Local Union Bylaws and or Policies

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alex Tokhi*
Glenn Gardner	*Sergio Suarez*
Nicholas Halary	*Basil Murshid*
Ewa Maggiotto	*Tyler Haydey*

LETTER OF UNDERSTANDING

- BETWEEN -

DHL EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")

- AND -

UNIFOR LOCAL
4050
(HEREINAFTER REFERRED TO AS THE "UNION")

VEHICLE SECURITY POLICY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side and rear and roll-up doors).
- Vehicles must be locked at all times when shipments are being transported.
- Custodial control of the shipments while on route shall be the responsibility of the Owner Operator or hourly driver.
- Vehicles shall be locked at all times when unattended.
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used.
- Cargo located on loading docks or ramps shall not remain unattended; where this is not feasible, the driver will inform the company.

When a situation occurs, as a result of circumstances outside the Employee's or Owner Operator's control that prevents the vehicle for being secured or the policy adhered to the employee shall not be held responsible or disciplined in any way.

FOR THE COMPANY:	**FOR THE UNION:**
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LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company")

AND

UNIFOR local 4050
(Hereinafter referred to as "the Union")

LINEHAUL

The Company commits to assessing all line haul lanes in Alberta to establish the most cost effective manner of operation.

Should line haul routes in Alberta become bargaining unit work in the future, the parties agree to meet and establish rates and language at that time.

FOR THE COMPANY:	**FOR THE UNION:**
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LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA), LTD.
(Hereinafter referred to as "the Company")

AND

UNIFOR LOCAL 4050
(Hereinafter referred to as "the Union")

SURVEILLANCE AND SEARCHES

It is agreed that the Company will not use video surveillance to monitor performance. Access to video surveillance material will be restricted to a small number of Company officials.

In addition to the above, the Company is committed to complying in policy and practice with all applicable legislation and regulations relating to surveillance and searches of employees including but not limited to the Criminal Code of Canada, the Personal Information Protection and Electronic Documents Act (PIPEDA), and the Canada Labour Code.

Should the Company develop a Company policy related to surveillance and searches, the Company will, as part of its compliance with N1.21, meet with the Union to discuss in good faith prior to implementation. In the case of this policy, the Company will give the Union thirty (30) days notice prior to policy implementation.

FOR THE COMPANY:	**FOR THE UNION:**
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LETTER OF UNDERSTANDING

- BETWEEN -

DHL EXPRESS (CANADA) LTD.
IN THE PROVINCE OF ALBERTA (HEREINAFTER REFERRED TO AS THE "COMPANY")

- AND -

UNIFOR LOCAL
4050
(HEREINAFTER REFERRED TO AS THE "UNION")

Alberta Owner Operator Company Assisted (CA) Leave

It is intended this LOU will become part of the national framework.

Owner Operators who service a P&D route, and/or a heavy equipment P&D routes out of either the Calgary or Edmonton facilities, will be entitled to two (2) weeks company assisted leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues. The Company will cover the Owner Operator's route by utilizing DHLE hourly Employees. The Company must make every reasonable attempt to cover routes using hourly employees, however, should this avenue be exhausted the company reserves the right to use a third party to ensure service levels are met. The Company must notify the local Unit Chair should a third party carrier be required.

Owner Operators requesting CA leave must apply in writing to their Area Manager by the last day of February annually outlining the requested dates for their leave. Requests received by this date will be granted based on union seniority.

CA leave requests received after the last day of February will be reviewed and granted on a first come first serve basis and will be approved at the discretion of the Company based on Operational requirements at the time.

A minimum of two (2) weeks' notice is required for all CA leave requests. Owner Operators may take their CA leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

Only one (1) Owner Operator is allowed off during the same time period at each facility (Calgary/Edmonton).

Owner Operators must take their CA leave between the Monday of the second (2nd) full week of January to Friday of the second (2nd) week of November for each calendar year. CA leave must be taken during the prescribed time and cannot be banked or carried over from year to year. Owner Operators who do not select or take CA leave time during any calendar year will not be compensated for any unused leave.

Owner Operators, while on CA leave, cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining leave prior to returning to work.

All Owner Operators that are not working out of the Calgary or Edmonton facilities will be exempt from the program. Either party may give 30 days' written notice to amend or cancel this LOU. In such circumstances where the LOU is amended and/or cancelled, all pre-approved vacation will be honored.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alex Tokhi*
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APPENDIX A – OWNER OPERATOR

ARTICLE A-A10: HEALTH AND WELFARE/W.C.B. COVERAGE

A10.01 (1) The Company agrees to provide those eligible Owner Operators with current details and information covering all Owner Operators benefits and programs, in which the Owner Operators covered by this Collective Agreement are entitled to participate. This information shall be provided at the date of hire as an Owner Operator.

The Company will provide each Owner Operator with the option of participating in a selected health and welfare package as detailed below.

Dental, Voluntary Personal Accident Insurance and Vision Care are to be provided on a voluntary basis at 100% Owner Operator cost.

The Company will deduct cost of benefits opted for from the Owner Operator invoice.

- Dental plan – includes reimbursement based on the Alberta Dental Fee Guide plus an inflationary protection.
- Voluntary Personal Accident Insurance
- Vision Care – up to $300.00 every 24 months for the employee and eligible dependants, no deductible. Eye examinations are covered over and above to a maximum of $75.00 yearly.

A10.01 (2) Monthly costs to Owner Operators (subject to change by insurers upon thirty (30) days written notice).

	Single	Family
Life Insurance	Paid in full by the Company	
Accidental Death & Dismemberment		
Major Medical *		

* includes prescription card, no deductible

Dental	Paid in full by the Owner Operator
Vision Care	
Voluntary Personal Accident	

Dependent Coverage of Major Medical/Dental/Vision:

Any new eligible dependants (spouse, unmarried children) must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an Owner Operator acquires a dependent.

Eligible dependants include: the Employee's spouse (including a married spouse or a common-law spouse of the same or opposite sex), and the Employee's children (including a natural child, adopted child, stepchild, and a child under a guardianship order).

Declaration of Common-Law Status for Benefit Eligibility:

The Owner Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status.

A spouse is deemed to be:

- A person married to the Owner Operator as a result of a valid civil or religious ceremony, including a person separated from the Owner Operator.

- A person of the opposite sex, or same gender partner with whom the Owner Operator has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

A10.01 (3) If an Owner Operator refuses initial entry to the above benefit plans or if they terminate participation in the plans, the Owner Operator shall not be eligible to rejoin the plans for a period of two (2) years from the date coverage was declined or terminated. In this event, life insurance coverage may also be subject to medical evidence of insurability satisfactory to the insurance carrier.

In the event of a change in status, the two (2) year waiting period will be waived. Evidence of insurability will be required if employee life insurance is chosen at this time.

A10.01 (4) The Company agrees to pay individual assessments of the Worker's Compensation Boards of the Province of Alberta, for the Owner Operators. If allowed by the Workers' Compensation Act of the Province mentioned above, the Company will be responsible for coverage of replacement drivers for those Owner Operators not registered as a limited or holding company. Such Owner Operators are responsible for WCB coverage for all other persons they may have in their employ.

Should the Worker's Compensation Board of Alberta require an Owner Operator who is registered as a Limited or Holding Company, to maintain their own W.C.B. account, such account will be opened by the Owner Operator, and must be maintained in good standing during the life of their Business Agreement (Schedule B).

A10.01 (5) The Company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union's agreement. Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

ARTICLE A-A27: ROUTE BIDDING, REDUCTIONS

A27.01 When reducing Owner Operators at any location, the Company will reduce the junior Owner Operator according to company seniority at such location if it is practicable to do so.

A27.02 An Owner Operator who is affected by Article A-A27.01 may:

(a) Elect to be placed on lay-off status, subject to recall, or

(b) Accept any Owner Operator vacancy that arises within their branch or

(c) In the event no Owner Operator vacancies exist within the Branch the Owner Operator may then displace any Junior Owner Operator at their branch, seniority permitting, or failing that, the junior Owner Operator in the province.

Owner Operators who wish to be considered for recall to a different Group at the Branch must submit a written standing application. These Owner Operators will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

A27.03 An Owner Operator who is awarded a vacant hourly rated position will retain their company seniority date. Eligibility for all benefits and vacation will be based on the Owner Operator's Company seniority date. Entitlement to vacation and vacation pay will coincide with the Owner Operator's anniversary date of change to hourly status.

A27.04 The Company will post Owner Operator vacancies for five (5) days at all locations and fill the vacancy with the senior applicant from that branch and

then Province. All postings shall be numbered and dated as well as copied to the Local Union Chairperson and the Local Union office.

The successful applicant for an Owner Operator posting must provide documentation within thirty (30) calendar days of the posting being awarded in writing that the required vehicle has been secured.

If an Employee or Owner Operator is qualified and selected for the vacancy, they must be willing and available to commence duties at the new Branch within thirty (30) calendar days of the position being offered.

Route postings will contain a full description of the route and its boundaries as well as any exceptions or anomalies for that route. All information provided will be based on historic factors and may be subject to change with the normal fluctuations of business.

All Owner Operators shall assume their new postings within thirty (30) calendar days.

The Company agrees to post the additional following information: Daily average

earnings based on the previous sixty (60) working days Average kilometres

travelled

Area Vehicle

size

Average estimated number of stops, pieces, route density and core zone payment

Outstanding termination grievances

(The above is subject to change based on normal business fluctuations)

A27.05 Company seniority is lost on termination except if an Owner Operator is laid off and recalled within twelve (12) months of layoff. In this event, the Owner Operator shall retain their

Company, seniority.

A27.06 Owner Operators will be given not less than thirty (30) calendar day's written notice cancellation of their Business Agreement (Schedule "B"), or pay in lieu of subject to all other provisions of this Collective Agreement. No notice is required if the Business Agreement is cancelled for just cause or default.

"Pay in lieu of" to consist of average daily income from the last thirty (30) calendar days, less operating costs (rural allowance or fuel), multiplied by the number of days outstanding.

A27.07 Should the Company transfer a route or routes from one location to another the incumbent Owner Operator who transfers locations with their route will transfer with their Company seniority.

A27.08 Notwithstanding any other clause in the Collective Agreement, at the time the Company converts an hourly driver route to an Owner Operator route, it is agreed that route shall be posted as per the collective agreement for all members to bid on. The hourly employee impacted by the conversion shall have the right to bid on the posting. In the event the incumbent hourly driver is not the successful applicant they shall be able to bump according to the provincial bumping protocols. Once bumping is complete, if there is an employee with no options, article N30 shall apply.

A27.10 To operate on Alberta Family Day or Remembrance Day, on a reduced basis, it is understood routes could be merged, cancelled, or performed by hourly Employees at the Company's discretion. However, no Owner Operator will be required to work unless he is paid a mutually agreed upon payment as agreed to in advance.

ARTICLE A-A28: EQUIPMENT

A28.01 The Company assumes responsibility for supply and installation of the striping kit (decals), such installation shall be performed during working hours only. Where the Company is changing the required colour scheme, the Company assumes full cost of painting in accordance with painting price available to the Company.

Repainting, and repainting of replacement vehicles to be shared fifty percent (50%) by the Company in accordance with painting price available to the Company (Not new Owner Operators, and not body work).

Based on the above prices the Owner Operator is free to get their work done elsewhere as long as it is done satisfactorily. The Company shall supply a current list of approved or acceptable body shops.

The Company will be responsible for the cost incurred in removing the striping/decals on termination in accordance with the price available to the Company.

A28.02 The Company reserves the right to refuse to sign Business Agreements (Schedule "B"), or terminate present Business Agreements (Schedule "B") with Owner Operators whose equipment does not meet the appearance standards as set by the Company, reasonable standards to apply. The Company must first give the Owner Operator not less than seventy-five (75) days written notice to meet appearance standards.

A28.03 A second malicious occurrence causing a loss of or damage to a scanner shall not have discipline imposed but the Owner Operator shall be responsible to pay the company the full cost of replacement or repair of said scanner.

ARTICLE A-A29: OWNER OPERATOR LOANS

A29.01 An Owner Operator will be eligible for an interest free loan up to a maximum of $2,000.00 towards vehicle operational costs or, as a new Owner Operator to defray start up expenses.

a) Loan application must be done in writing accompanied by proper documentation identifying the repairs/maintenance to be completed by a third party in the case of an operating loan.

No supporting documentation is required for a start up loan, however, if the new Owner Operator can not prove that they have an owned or leased vehicle at start up, the loan may be denied.

b) No loan application is approved unless and until DHL Finance has verified and accepted the loan request and supporting documentation. This process will be completed within 20 business days of the date of the loan.

c) Repayment will be a minimum of equal bi-weekly installments over a period no greater than 12 (twelve) months, auto deducted through the Company payroll system. This deduction will be held to a minimum of $60 per pay unless otherwise agreed to with the Owner Operator.

d) If an Owner Operator's balance owing against this loan is in excess of $500.00, no additional funds will be loaned under this provision until the balance falls below $500.00, and the resulting "top off" loan can be proven to be an emergency situation with supporting documentation.

A29.02 Any newly converted Owner Operator will be afforded an interest free credit limit of up to $2,000.00 to defray start up expenses, etc. repayable over twelve (12) months.

A29.03 The Company shall reimburse to the new Owner Operator the cost of professional fees or licensing up to a maximum of $250.00 specializing in the transportation industry, for assistance in setting up their business. Receipts are required.

ARTICLE A-A30: MISCELLANEOUS

A30.01 Owner Operators who's Business Agreements (Schedule "B") are terminated for just cause will have reasons for same confirmed in writing. Those Owner Operators who terminate their Business Agreements (Schedule "B") voluntarily shall have all monies owing them paid no later than the next scheduled payment day.

A30.02 **New Owner Operators must provide a valid driver's license and a Motor Vehicle Branch full search report at their own cost.**

A30.03 In application of required payment for attending meetings or negotiations as agreed elsewhere in this Collective Agreement, the Owner Operator will be paid the regular Courier Driver hourly rate of pay up to a maximum of eight (8) hours per day or the out-of-pocket expense of a replacement driver, whichever is applicable.

A30.04 The Company will reimburse any Owner Operator the cost of Operating Authority, upon presentation of the appropriate receipt to a maximum of $100.00.

A30.05 All Owner Operators shall only be allowed one route and one vehicle.

A30.06 Owner Operators are normally required to provide their own relief drivers and vehicle for purposes including sickness, injury, bereavement, and vacation coverage. However, on an emergency basis, where all reasonable efforts by the Owner Operator to provide relief driver and/or vehicle coverage have been exhausted, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner Operator will be paid for any revenue generated (in the event of a partial day) and the Company will assume all related costs for coverage. In the further event that the Owner Operator's vehicle is used in these situations, the Company will reimburse the Owner Operator for their vehicle operating costs.

Should the Company have to provide coverage beyond the first day or partial day, the Owner Operator will be credited with all revenues generated during the additional period and the Company will deduct all related expenses incurred, however in no case shall the incurred expenses be more than the revenues generated.

A30.07 An Owner Operator summoned to jury duty will be compensated for any out of pocket expenses, minus any monies received from court, should they supply a relief driver. Intent is the Company will pay for the cost of the relief driver. If the Company supplies an Hourly Driver and Company vehicle, then the Owner Operator forfeits all revenue for that day(s) from their route.

A suitable replacement driver may be used by any Owner Operator so as to have personal leaves, vacation, etc.

A30.08 Owner Operators shall not be required to subsidize the cost of developing or maintaining any scanner or payment system.

A30.09 The Company will pay all Owner Operators by direct deposit by 9 a.m. or when the bank opens on payday Thursday. The Owner Operator pay week will be from Friday to Thursday.

Only shortages that have resulted due to a Company error and are equal to one day's average earnings or more will be paid by manual cheque, within 3 business days of the Company being notified.

Owner Operator invoices will be submitted by the end of the day when the work was performed. A shortage in pay that is the direct result of the failure to submit an invoice(s) will not be reimbursed through manual cheque.

From time to time, the Company may be required to close a pay period early in order to comply with payroll cutoffs imposed by the payroll provider. In these instances, full day estimates for all Owner Operators may be required and any resulting adjustments will be done on the following pay period.

A30.10 Owner Operators who obtain coverage through the Company's cargo insurance will be assessed a monthly charge of ten dollars ($10.00).

A30.11 A person approved by the Local Union will be present during all of the Owner Operator Business Agreement signings as a witness to the negotiation and a copy of the signed Agreement shall be sent to the UNIFOR Local Union office in Edmonton.

The Business Agreement shall be signed for the duration of the Collective Agreement unless changes occur during a reroute after which a new business agreement shall be signed.

The Regional Operations Director or designate shall have the only signing authority for all Owner Operator Business Agreements.

It is agreed between both parties that during the negotiations of the Business Agreements, Schedules A & B and Appendix C shall be included as one document. This process shall also include the signing of Business Agreements with new Owner Operators.

A30.12 The Company and the Union agree to the following Liability Waiver for use when a Company Representative is required to accompany an Owner Operator in their vehicle.

> "The Company agrees to accept all liability for any or all persons that it authorizes to accompany any Owner Operator in their vehicle during the course of the business day while on their route, provided that the person is pre-authorized by the Company. This waiver is valid if the vehicle meets the mechanical safety standards as set out by the Province of Alberta."

No person pre-authorized by the Company will be allowed to ride in any vehicle that does not have a legal passenger seat or restraining device.

A30.13 If an Owner Operator anticipates that a single stop will occupy too much time or that a stop will bulk out their vehicle thus causing the potential for a negative impact on the quality payment, the Owner Operator must contact their Direct Supervisor to request relief from the situation. The company will make alternate arrangements to complete the stop which in no way will negatively impact the quality payment paid to the Owner Operator. Such requests will not be unreasonably denied.

A30.14 Where an Owner Operator remains on their route under the Modified Work program, the Company agrees to reimburse the cost of a swamper up to a maximum of $150/day.

A30.15 Owner Operators will, upon proof of payment, receive a reimbursement to a maximum of $100 towards the premium paid for DG Insurance coverage.

A30.16 Owner Operators on leave of absence or company assisted leave may apply for job postings, vacancies or positions while away by submitting written notification (email accepted) to their Supervisor or Manager prior to leaving or during the posting process.

Schedule A – FEES (NEW PAYMENT METHOLODOLOGY)

- It is understood that Schedule A – Fees will remain in place in its entirety as a result of the new payment methodology except for the following changes:

- Instead of the items in 1-10, and 13 (original waybills, non-billable waybills, 9:00am's, dangerous goods, cash collects, over weights (per pound), residential, security waybills, and rural mileage), the following new methodology will be used based on the Framework agreement consultation and implementation provisions:

10. All scannable waybills, laser waybills, shippers own bar coded labels must be scanned, as per Company policy, in order to receive compensations outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub waybill) signed, timed and dated for receipt of shipment.

12. Specials:

This is to include warehouse and/or Janitorial duties. Specials may be reviewed at any time, or a special may be requested at any time.

a) Loading/Unloading - Warehouse - Warehouse top hourly rate.

b) Driving Specials - Minimum rate equivalent to the top hourly rate for the Courier Driver Classification.

14. Fuel Escalation Program:

Average daily kilometers are based on work driving only and does not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a re-route or significant geographic change. The base fuel price for this program will be the unleaded fuel price of .508/ltr. In addition, rates will increase for changes over this base pump price based on two separate averages.

The following process will be in effect for determining the average price of fuel for Alberta branches:

a) All branches will report the posted price (which includes GST) in their location at the open of business on the 1st and 15th of the month (or the first business day from these dates).

b) The price will be taken from the same establishment every month, the location of which will be mutually agreed upon by both parties. The Company shall advise Owner Operators of the source of information for fuel subsidies nationally.

c) One average fuel price will be calculated for Edmonton and Calgary routes that operate directly out of the city branches (Edmonton International Airport location would be included in this category). This average price will be based solely on Edmonton and Calgary reported prices.

A separate average fuel price will be calculated for Rural AB branches, and depot locations where the route start and finish does not include the main branch. This average price will be based on reported prices from Medicine Hat, Lethbridge, Red Deer, Grande Prairie, and Vermilion.

$0.01/km for changes in base fuel price as follows:

	City	Rural
Van	0.04	0.05
Cube	0.03	0.04
5Ton	0.03	0.035

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the base price.

These average prices will be recalculated and posted at all locations on the 1st and the 15th of the month (or the first subsequent business day from these dates).

15. DHL requested claims inspections:

Where a claims inspection is requested, a standard payment will be made when a properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, the payment will cover the stop and the claims inspection.

If the damaged goods are to be returned to the DHL branch, the regular waybill rates and rules will apply.

	01-Jan-25	**01-Jan-26**	**01-Jan-27**	**01-Jan-28**
	5.0%	3.5%	3.25%	4.0%
Damaged good	$9.26	$9.58	$9.89	$10.29

16. Loading/Unloading of Linehaul Trailer:

As per negotiation with the individual Owner Operator, DHL commits to payment to any Owner Operator required to load or unload the Linehaul to be established consistent with provision 12 above - Specials.

17. Unloading of trucks:

The company will continue the practice of unloading Owner Operator vehicles at its m Edmonton and Calgary facilities.

It is further agreed that the Owner Operators will:

1) Segregate and tail load all envelopes and Express packages.

2) Segregate and tail load all Dangerous goods.

18. 3 Ton and Larger Rate:

The Company agrees to negotiate with the Union and Owner Operator, on an individual basis, the rate for specific runs, when the need arises to institute the run. Should the parties fail to agree on the rate, they will submit the dispute to Grievance Mediation as per the Federal Mediation Conciliation Services of the Human Resources Department Canada or arbitration.

19. 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 ninety (90) days to acquire the new equipment. Time extensions will not be unreasonably denied.

20. In the event a change in equipment is required to meet mechanical worthiness standards (as determined by a licensed mechanic paid for by the company), discussions will be held with the Owner Operator prior to the change and they will have thirty (30) days to acquire the new equipment. Time extensions will not be unreasonably denied.

21. In the event the Company introduces a Pager system, handheld or any other device cost any cost associated with this system shall be borne in full by the Company.

22. It is understood that any bi-weekly minimum implemented will be applicable to 10 working days within a pay period (9 in the case of a statutory holiday). Any Owner Operator required or requested to work additional days within the pay period will be compensated through a negotiated rate of pay.

23. Owner Operator Daily Guarantees

The Company agrees to increase the daily guarantee for Edmonton Owner Operators by ten dollars ($10.00) before it applies the general wage increase.

SCHEDULE (B) - BUSINESS AGREEMENT

6. The owner-operator agrees to:

j) Owner-Operators upon notification to the company will be permitted to take Leave of Absence of up to thirty (30) calendar days to provide for holidays, vacation or authorized leave. This provision does not apply to the regular use of a relief driver for up to one day per week.

Leave of Absence may be extended upon mutual agreement between the Company and the Union.

LETTER OF UNDERSTANDING

BETWEEN:

DHL EXPRESS (CANADA), LTD.
IN THE PROVINCE OF ALBERTA
(HEREINAFTER REFERRED TO AS THE "COMPANY")

AND:

UNIFOR LOCAL 4050
(HEREINAFTER REFERRED TO AS THE "UNION")

CONVERSION

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

1) The Company will provide at least ninety (90) days notice of the conversion to the Union and the affected Owner Operator(s).

2) The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.

3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to the Collective Agreement or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator 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 her/her original date of service for the purposes of the collective agreement.

4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if the Owner Operator(s) owns their vehicle, the Company will purchase it at fair market value (based on three (3) independent quotes paid for by DHL), provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

   If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of $1,000 per Owner Operator.

7) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded a forty hour per week position. If no such position exists, then the Owner Operator may exercise their rights to bump in the new classification.

8) If, prior to the notice under paragraph one above, the Owner Operator has incurred

indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of $5,000 subject to the conditions set out in paragraph 7) above.

9) Any dispute over the application of this Letter of understanding may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alex Tokhi*
Glenn Gardner	*Sergio Suarez*
Nicholas Halary	*Basil Murshid*
Ewa Maggiotto	*Tyler Haydey*

LETTER OF UNDERSTANDING

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DHL EXPRESS (CANADA), LTD.
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ROUTE FLEX

Subject to Article N20, an Owner Operator may be permitted to flex work between routes on an exceptional basis with prior Company approval. The Owner Operator to whom the work is flexed must agree to the additional work.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alex Tokhi*
Glenn Gardner	*Sergio Suarez*
Nicholas Halary	*Basil Murshid*
Ewa Maggiotto	*Tyler Haydey*

APPENDIX B – HOURLY EMPLOYEES

ARTICLE A-B9: EQUIPMENT

B9.10 (e) Employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the Employee.

(j) Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.

(o) All new vehicles will be equipped with adequate heaters, air conditioning, am-fm radios, wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

B11.09 The Company will provide qualified competent people to move vehicles on company property when required who shall do so in a safe and proper manner.

ARTICLE A-B10: HEALTH AND WELFARE

B10.01 (1) The Company shall provide a comprehensive health and welfare plan, the cost of which, to the Employee, will be the equivalent of one percent (1%) per month of regular earnings.

- Major Medical – includes prescription card, no deductible
- Dental Plan – includes reimbursement based on the Alberta Dental Fee Guide plus an inflationary protection.
- Life Insurance
- Accidental Death and Dismemberment
- Wage Indemnity: Short-term Disability
  Long-term Disability
- Felonious Assault Insurance
- Personal Accident (Optional)

At the Employee's option, the Company will pay the Alberta Health Care Insurance premiums.

The company shall not lower, change, modify or delete any benefits in place during the term of this agreement without the Union’s agreement.

Should it be necessary to change benefit providers, and the composition of the benefit package is unable to be maintained in its current form, the parties agree to meet to resolve the issue prior to any change being implemented.

B10.01 (2) The Company will make available to all eligible Employees and their dependents a group accident insurance plan for those Employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

B10.01 (3) The Company will provide the medical and hospital services plan for those eligible Employees who work a minimum of twenty (20) hours per week.

B10.01 (4) The Company will provide the dental plan for eligible Employees and their eligible dependents. The effective date of the dental plan is the first day of the calendar month following ninety (90) days after date of hire.

B10.01 (6) Wage Indemnity: Upon completion of ninety (90) days employment, the Company will make available to eligible Employees a Long Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The plan provides a disability income based on seventy (70) percent of average weekly earnings up to five hundred dollars ($500.00)) per week. The total disability period shall be a maximum of eighteen (18) months calculated from the commencement of the short-term disability claim.

B10.01 (7) The Company will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty thousand dollars ($20,000.00).

B10.01 (8) Dependent coverage of Major Medical / Dental / Vision

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an employee acquires a dependent.

Eligible dependents include: the Employee's spouse (including a married spouse or a common-law spouse of the same or opposite sex), and the Employee's children (including a natural child, adopted child, stepchild, and child under a guardianship order).

Declaration of Common-law Status for Benefit Eligibility

The employee must complete a Declaration of Status document in order to qualify for health & welfare benefits. Eligibility commences after one (1) year of common-law status.

A spouse is deemed to be:

- A person married to the employee as a result of a valid civil or religious ceremony, including a person separated from the employee.

- A person of the opposite sex, or same gender partner with whom the employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose.

(Common-law relationship means continuous cohabitation and public representation of married status.)

ARTICLE A-B16: MEDICAL EXAMINATIONS

B16.05 (1) If following a Company requested medical examination, any Employee is deemed physically incapable of carrying out their regularly assigned duties, the following procedures shall be followed:

(a) The Company shall notify the Employee of the medical findings in respect to the Employee. Should the Union or the Employee disagree with the said findings, the Employee, at their own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by their personal physician.

(b) Where there is no agreement between the Company's physician and the Employee's physician on the condition of the Employee, the two (2) physicians shall select a medical consultant to examine the Employee with respect to the dispute.

(c) The findings of the consultant shall be final and binding on all parties.

(d) The remuneration of the consultation shall be borne by the Company if the decision is for the Employee and against the Company and by the Union if the decision is against the Employee.

(e) Should the consultant deem the Employee to be capable of carrying on with their assigned duties, then the Employee shall not suffer any loss of earnings caused by their having been removed from, or temporarily suspended from their regularly assigned duties.

B16.05 (2) Furthermore, the Company shall advise the Employee at least two (2) working days in advance, wherever possible, of such medical examination. The time and date of examination to be mutually agreed upon.

ARTICLE A-B27: SCHEDULING WORKING HOURS AND OVERTIME

B27.01 The Company and the Union designates at a depot shall meet monthly to review all hours available for the purpose of maximization to determine future postings or increases to existing postings.

The Company shall maximize all hours at each depot to provide the most full time eight hour shifts possible.

The Company must also 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 will include casual hours.

B27.02 The work week will be Monday through Sunday, consisting of five (5) consecutive days of work, eight (8) hours per day, forty (40) hours per week for all regular full-time employees, except as provided in clauses A-B27.06 and A- B27.07. All time worked in excess of forty (40) hours per week and over eight (8) hours per day will be paid at one and one-half (1-1/2) times the basic rate.

The Company shall provide a minimum of two (2) hours notice for mandatory overtime except in the event of an emergency where employees will be required to work on short notice. Where it is proven that the Company did have two (2) or more hours notice but used the short notice

requirement, then all overtime hours worked shall be paid at double time.

B27.03 Any regular full-time or part-time Hourly Employees working twenty (20) hours or more per week shall be entitled to the full or pro-rated rights and benefits of this Collective Agreement.

B27.04 Any full-time or part-time Hourly Employee ordered to report to work at a time specified by the Company, and who does report for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the Employee quits, or is discharged for just cause prior to the completion of four (4) hours. Any full-time or part-time employee who works beyond four (4) hours on their regularly scheduled work day will be paid according to the regular hours scheduled for that day unless the Employee quits, or is discharged for just cause prior to the completion of the shift.

B27.05 The following employees will be grandfathered on the banked OT program:

Therese Oslund Jason Bryan

B27.07 Regular part-time Hourly Employees will be given the first opportunity by company seniority and by classification to supplement their hours of work by indicating their desire in writing to be called for additional hours.

B27.08 The Company shall not contract out any bargaining unit work within the Clerical Group except in the event of incidental absence or work overload where no qualified Hourly Employee is available on a straight time or overtime basis. The

Company may then use the services of a clerical agency for a period not exceeding ten working days unless mutually agreed by the Union.

The Company and Union agree to jointly monitor the use of temporary agency Hourly Employees by:

a) Providing to the Union a monthly list of all temporary agency Hourly Employees who have worked more than ten days in the month showing classification worked, number of days worked and reason for engagement, and

b) Upon request a meeting will be convened to review the use of agency Hourly Employees with the view of investigating ways and means to return this work to bargaining unit Hourly Employees, i.e. creation of seasonal temporary positions (vacation relief).

B27.09 All Hourly Employees working split shifts with a break of two (2) hours or more excluding lunch period will receive a fifteen (15) dollar payment. No split shift shall exceed twelve (12) hours in duration excluding a lunch period of one (1) hour. Should it exceed twelve (12) hours, then the succeeding hours shall be at the overtime rate. These fifteen (15) dollars amount will be increased by the negotiated General Wage Increase percentage 2026, 2027, & 2028.

B27.10 (a) The Company, wherever practicable, will endeavor to utilize the qualified available Hourly Employee with the most company seniority in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more hours of work.

(b) In instance of early call out involving less than four (4) hours overtime, and where practicable, the qualified Employee with the most company Seniority within the classification is to be offered the overtime.

(c) Additional hours which are a continuation of a regularly scheduled run or shift are

exempt from the provisions of Clause A-B27.10 (a). In this situation, overtime will be voluntary down the seniority list for qualified Hourly Employees and mandatory up the seniority list for qualified Hourly Employees based on company seniority within the classification.

(d) The maximum mandatory overtime will be twenty-five (25) hours per month.

B27.11 All Hourly Employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

B27.12 All shifts over five (5) consecutive hours shall have a one half (½) hour unpaid meal break, between the third (3rd) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the Employee.

ARTICLE A-B28: HOLIDAYS

B28.01 The following Statutory Holidays will be observed with pay:

New Year's Day	Labour Day
*Family Day (Alberta)	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
First Monday in August	Truth and Reconciliation Day

*The Company may substitute lieu days for Family Day and/or Remembrance Day for all Hourly Employees or part of the Hourly Employees eligible for these holidays. Such lieu day to be taken on a day selected by the Employee, providing the Employee gives the Company not less than one (1) week's notice of their intention to take this lieu day.

B28.02 An Hourly Employee shall be paid for any statutory holiday falling during their vacation, in addition to vacation pay.

B28.03 If a recognized holiday occurs during an Hourly Employee's vacation or on a regular day off, the Employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the Employee choose a day off, it may be taken on the first working day following their vacation.

B28.04 Eligible Employees are those Hourly Employees who are full-time and part-time Employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible Employee will be entitled to pay for the above noted holidays, although no work is performed, provided that on the regularly scheduled day preceding and the scheduled day following such holidays the employee is at work or on an approved leave of absence or vacation.

B28.05 Part-time Hourly Employees will be paid five percent (5%) of their previous thirty (30) days earnings for the holiday.

Full-time Hourly Employees will be paid their normal days pay if the holiday falls on their regularly scheduled day of work, and the same amount if the holiday falls on a non regularly scheduled day of work.

Casual workers will be entitled to vacation and statutory holiday benefits as outlined in the Canada Labour Code.

B28.06 Holiday pay will be computed by multiplying the Employee's basic hourly rate of pay by the number of hours worked in the Employee's regularly scheduled work day.

B28.07 Those Employees working under a long day, short week agreement will receive their normal days pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Employee will receive ten (10) hours pay at the basic rate for their classification.

B28.08 If an Employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, they will be paid at their regular scheduled rate. Any Employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½ times) for the day worked in addition to the holiday pay but this will not apply if the Employee receives a day off in recognition of the holiday.

B28.09 In the event a statutory (general) holiday is proclaimed by the Federal or Provincial Government, such holiday shall also be observed if not already listed in the above holidays.

B28.10 In the case of a general holiday falling on a Monday, Hourly Employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

B28.11 It is agreed for the Statutory Holidays of Family Day, to facilitate operational needs, there may be the occasion that some Employees' shifts may be altered to accommodate the fluctuations in business. In these cases, the Employees will be given the day before or the day following the holiday or on a day mutually agreed between the Employee and the Company.

ARTICLE A-B29: VACATION AND VACATION PAY

B29.01 No later that the 15th of January of each year, the Company will post on the Union bulletin board a list of Hourly Employees in order of seniority using the Employee's respective Company seniority dates.

B29.02 Each Hourly Employee will select their desired time for vacation, understanding that vacations cannot be taken until after their Company seniority date. An Employee shall be required to select their vacation dates prior to March 31st of each year. Any Employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall forfeit their Company seniority rights for vacation selection and will be required to wait until all other eligible Employees within the depot or Branch have selected their dates. Any Employee who wishes to change their selection after the 31st day of March will not be able to exercise their Company seniority rights on their revised selection, which shall require the Company's approval.

Such approval or disapproval shall be given in writing within ten (10) calendar days of the request.

The completed vacation schedule shall be posted by April 15th and copied to the Local Chairperson and Local Union office.

B29.03 The Company shall permit at least ten percent (10%) of the Employees within each shift of each group at each depot and covered by this Agreement, to take vacation at the same time.

B29.04 Employees with more than three (3) years of service may split one week of their vacation per calendar year into days. Should an Employee elect this option, selection of these days will take place within fifteen (15) calendar days after all other employees within the Branch have had their opportunity to elect vacations outlined in Article A-B29.02.

Employees may request to split up to five (5) additional days provided they are not utilized on consecutive weeks or between June 15 and September 15.

1) Understanding that seasonal lay-off period ie. Christmas excluded in using up split days allotment.

2) Understanding that the additional 5 day split is not intended to be used on a consecutive basis to shorten the normal work week during the summer period (June 15 - September 15).

B29.05 Full-time and part-time Hourly Employees who have completed one (1) year as regular Employees shall be entitled to vacation pay on or after their Company seniority dates. Regular full-time Employees only will be paid the greater of:

- all amounts accrued to their vacation bank from the preceding (12) months allocated over the number of hours of entitlement

- or the vacation weeks entitlement at their current rate of pay

For Owner Operators that transfer to an hourly position, entitlement to vacation & vacation pay will coincide with the Owner Operator's anniversary date of transfer to hourly status.

B29.06 Regular part-time Employees will receive vacation pay to the percentage entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation in accordance with A-B29.05 above.

B29.07 Vacation pay shall be paid to the Employee by separate cheque with the pay immediately preceding their departure on vacation by request only. Otherwise, the Employee shall receive their pay as per the normal schedule.

B29.08 Hourly Employees, while on vacation, cannot be called in to work unless the Employee agrees. When an Employee is called in, by mutual agreement, the Employee will have the right to negotiate their remaining vacation prior to returning to work.

B29.09 Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation as earned. No Employee will be permitted to accumulate vacation from year to year.

B29.10 For the purpose of determining when a full-time Employee qualifies for vacation and vacation pay, the parties agree that when a regular full-time Employee has worked a minimum of sixteen hundred (1600) hours in the first twelve (12) months following the anniversary date, the Employee will be eligible for vacations as set forth above.

B29.11 Sixteen hundred (1600) accredited hours will constitute one (1) years service but no Employee will be permitted to accumulate more than one (1) years service or additional fraction thereof in any single anniversary year.

B29.12 Credited hours will be those hours actually worked or credited as follows including: recognized holidays, vacations, funeral leaves, jury duty, leave of absence due to Union business and hours lost by reason of accident or illness during an anniversary year for a period not to exceed sixty (60) days or four hundred and eighty (480) hours if the Employee has less than sixteen hundred (1600) hours of work in that anniversary year to qualify for a vacation herein stipulated.

B29.13 Regular part-time and those regular full-time Employees, who have been credited with less

than sixteen hundred (1600) hours in their anniversary year, will be paid the appropriate percentage of their regular pay. That is, four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, or twelve (12) percent based on their length of service, earned since their last completed anniversary year.

B29.14 Any Employee who notifies the Company not later than March 31st, will be allowed to work any week or weeks of vacation entitlement at straight time, providing they take not less than the minimum vacation required by Labour Canada.

ARTICLE A-B30: SICK LEAVE BENEFITS

B30.02 Dependent Contractors who have transferred from hourly status will be paid out immediately upon signing.

ARTICLE A-B31: HOURLY SENIORITY

B31.01 Under the following conditions an Employee shall have the right to exercise their Company seniority to any position within their Group to which their Company seniority will entitle them at their location:

i) When their hours of work are reduced,

ii) When their schedule start or finish times are changed one (1) hours or more except where a split shift is involved where the shift is changed one half (.5) hour or more.

In the event a case of personal hardship can be substantiated the employee may by mutual agreement between the Company and the Union, exercise their seniority rights for a shift schedule change greater than fifteen (15) minutes.

B31.02 Casual workers will be allotted work or called in for work in company seniority order by location. A casual employee who works no hours in a calendar month by their own choice by refusing hours or shifts or by making themselves unavailable shall lose their seniority and shall begin their seniority accumulation over again once they work new hours or shifts.

(a) Casuals shall be employed to relieve in positions occupied by regular full-time and part-time Employees or during overload or peak periods of work subject to item (b) below.

Without limiting the foregoing, the Company may call casual workers to relieve positions normally occupied by regular or part-time Employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full-time or part-time Employees. Clauses N1.05 (b) and (c) are applicable to casual workers. The above conditions include but are not limited to:

(i) Vacation relief,

(ii) Sick leave relief (W.C.B., weekly indemnity),

(iii) Leave of absence - education, maternity, compassionate,

(iv) Work that cannot be made part of an existing position except as provided in Clause B7.02 (a).

(b) Casual work shall be posted as a regular part-time or full-time position when any of the following applies:

(i) The work involves a minimum of twenty (20) hours per week for four (4) weeks in seven (7) or

(ii) The work has, after the fact, resulted in an average of twenty (20) hours per week for four (4) weeks in seven (7).

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, Casual Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

(c) A regular Employee who is laid off for lack of work may, at their option, have their name placed first on the casual call list. Such declaration shall be made in writing within five (5) calendar days of actual lay off. Regular Employees who elect to protect casual work shall maintain and accumulate Company seniority and benefits. Benefits will consist of continuous health and welfare items, i.e. Provincial Medical and Dental for a maximum period of sixty (60) days following the month of layoff.

(d) The Company shall provide to the Union, a monthly report of all casual workers showing branch, classification and number of hours worked during each pay period for the previous six (6) month period of this Agreement.

B31.03 All new Employees shall be considered on probation during the ninety (90) days following the beginning of their employment. In the event that a casual worker secures a part-time or full-time position, they will be required to serve a probationary period of 514 hours with the Company which will include hours worked as a Casual Employee, if found unsuitable during this period, such Employee will not be retained in the service. Following completion of this ninety (90) day period, the Employee shall be placed on the seniority list and their Company seniority shall be established retroactively from their date of last hire.

B31.04 An Employee shall lose their Company seniority in any of the following events:

(a) They are discharged for cause or during the probationary period;

(b) They voluntarily leaves the employ of the Company;

(c) They fail to report for work after a lay-off within seven (7) calendar days following the recall date of return to work and notification by registered mail;

(d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency;

(e) They are promoted and remains outside the bargaining unit for sixty (60) calendar days or longer;

(f) They have been on lay-off for a period of twelve (12) months or longer;

(g) They transfer to another district or terminal with the Company but outside the bargaining unit.

(h) They fail to provide ongoing proof of disability every three (3) months while on a medical leave of absence (not WCB) or as otherwise required by the insurance carrier.

B31.05 An Employee shall forfeit their Company seniority if they do not notify the Company, in writing, of his/her choice to accept the layoff or to exercise their bumping rights within one (1) calendar week from the date the Employee is given notice of actual displacement or abolition of their position.

B31.06 Employees on leave of absence or vacation may apply for job postings, vacancies or positions while away by submitting written notification (email accepted) to their Supervisor or Manager prior to leaving or during the posting process.

B31.07 Clerical Employees who have the desire and ability to work extra hours in the warehouse will be allowed to, provided they are aware of the required safety equipment and provide same at their own expense, and this opportunity will be given after all other Employees in the Warehouse Group, including casuals, are given the opportunity as per the Collective Agreement.

Clerical employees who perform or have performed warehouse duties in excess of four hundred (400) hours in the previous twelve (12) months, will upon application be provided the reimbursement identified in Article A-B31.02 Any subsequent reimbursement shall be provided every additional 2,080 hours of warehouse work performed.

B31.08 Full time and part time employees cannot drop their posting to assume a casual position.

ARTICLE A-B32: LAYOFFS

B32.01 The Company and the Union accept the principle of seniority in lay-offs and recalls and agree that seniority will govern if the Employee possesses the required qualifications and ability, according to the following steps.

(a) Casual Employees within a Group shall be the first to be laid off in reverse order of Union seniority; no casual shall be able to bump any part time or full time employee.

(b) A part time or full time employee with the least Union seniority within the group affected by the layoff shall have the option of accepting the layoff or exercising their seniority rights as follows.

(c) The Employee may:

(i) Exercise their Union seniority to bump any junior employee within the same group at the depot, or

(ii) If no position is available at the depot, the employee may exercise their Union seniority to bump an employee with less Union seniority within the same group at any other location covered by this agreement. The employee in this case shall retain their Union seniority upon transfer to the new location

(d) If the Employee does not obtain a position through the exercise of seniority rights, the Employee shall be laid off.

B32.02 When adding to the work force of Employees covered by this Agreement, any Employees previously laid off will be recalled on the basis of Company seniority by group and by depot if the Employee possesses the required minimum qualifications and ability to perform the job. Employees who wish to be considered for recall to a different Group at the Branch must submit a written standing application (email accepted).

These Employees will be considered based on Company seniority if the position is not filled from within the Group at the Branch.

Part time and full time employees will be recalled prior to any casual employee regardless of seniority.

B32.03 The Company will notify such Employees at their last known address by registered mail. If such

Employees fail to report within seven (7) calendar days after notification, the standing as an Employee of any such person failing to report within seven (7) calendar days will be forfeited.

B32.05 **Technological Change:**

The Definition of technological change to include operational and organizational change, the provisions of the Canada Labour Code to apply.

B32.07 An Employee returning from vacation or leave of absence (including illness, injury, workers' compensation, maternity/paternity leave) shall resume their former position at their former Branch. Should this position be altered, then the rules outlined in Clause A-B31.01 shall apply.

ARTICLE A-B33: JOB POSTING

B33.01 (a) When an Employee permanent vacancy occurs for any reason, the Company will post within seven (7) calendar days at all locations of the Company in the Province, the said vacancy for seven (7) calendar days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. A copy of such notice will be forwarded to the Local Chairperson and Local Union Office. Selection will be on the basis of the Employee's seniority and qualifications. The senior qualified applicant will be awarded the position within seven (7) calendar days of the closing of the posting. The posting will be awarded first by Union seniority within the Branch then the Province Employees shall assume their new postings within (30) calendar days

If an Employee or Owner Operator is qualified and awarded the vacancy, they must be willing and available to commence duties at the new Branch within thirty (30) days of the position being awarded.

(b) All existing Employees or Owner Operators who are awarded a posted position must serve a sixty (60) day trial period in their new position. Unless requirements have changed, Employees or Owner Operators who have previously qualified will not be required to repeat the sixty (60) day trial period. Any Employee the Company determines does not qualify for an awarded position after a trial period will revert to their former position and rate of pay.

(c) Where an existing Employee or Owner-Operator is awarded an hourly posted position, they may request a return to their previous position for up to 14 calendar days from the start date of the new position. If the previous position has ceased to exist, the Parties will meet in order to identify a suitable alternative position.

B33.02 A work schedule change of one and a half (1.5) hours or less will not require job posting. In an emergency one-time situation a work schedule may be changed by more than one and a half (1.5) hours without the required one (1) week posting.

B33.03 Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder. A copy of this notification will be given to the Local Chairperson and Local Union Office.

B33.04 Should a full- time or part time Employee be absent from work for thirty (30) working days or more for legitimate reasons, their position will be posted as a temporary vacancy and awarded to Employees in order of Company seniority by group within that Depot. To be eligible to fill such a posted position, an Employee must be qualified for the position and in the case of a full-time Employee; they must have worked or trained in the position prior to the posting.

This procedure will apply for the duration of the full-time or part-time Employee's absence. Upon their return, those filling the vacancies created by the absence will return to their pre-

absence positions.

B33.05 This entire Article will apply only to the filling of the original vacancy created, and the next vacancy thus created. All other resulting vacancies will be posted for forty eight (48) hours and will be awarded to the senior qualified Employee or Owner Operator as per A-B33.01 above.

When hourly positions are restructured and the result is less or the same amount of positions after such restructuring then the positions shall be posted and awarded by company seniority in the affected group only.

Should an employee not secure a posting due to restructuring then they may exercise their rights as per A-B32.01 (c) above.

Should the restructuring or movement of employees create a vacancy then A- B33.01 above shall apply.

B33.06 The Company agrees to follow this posting procedure, but reserves the right to implement changes to the position. Altering of work hours may be done, in which case A-B31.01 shall prevail.

ARTICLE A-B34: MISCELLANEOUS

B34.02 Employees who are discharged for cause will have their discharge and reasons for same, confirmed in writing. These Employees as well as Employees who terminate their employment voluntarily shall have all monies owing them paid per Canada Labour Regulations.

B34.03 Employees employed in driving classifications shall be required to produce a Motor Vehicle Branch full search report upon request. Whenever the Company requires an hourly rated Employee to submit a driver abstract (not new hires) the Company will be responsible for any cost for that abstract charged by the Motor Vehicle Branch.

B34.04 The Customer Service counter positions at the main Branches in Calgary and Edmonton shall remain part of the warehouse section. Wherever practical, the Company will follow this same practice in other branches.

B34.05 In the event of a disabling injury on the job, an Employee will be paid for the number of hours for which the Employee was scheduled to work on the date of injury.

ARTICLE A-B35: CLASSIFICATION AND WAGE

B35.01 FULL AND REGULAR PART-TIME HOURLY EMPLOYEES

Hourly Rates 2025– 2028

Classification	2025			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouseperson	$22.59	$25.06	$25.61	$27.54
Warehouse Customs Specialist	$22.59	$25.06	$25.61	$27.54
DG Warehouseperson	$24.24	$26.60	$27.18	$29.22

Sorter/Marker Warehouseperson	$24.24	$26.60	$27.18	$29.22
Courier Driver	$24.12	$26.80	$27.39	$29.78
3 Ton Driver		$28.10	$28.72	$31.24
Relief Driver		$27.89	$28.51	$31.32
5 Ton Driver (NEW)	$32.01			
Tractor Driver	$32.76			
Clerical	$21.05	$22.02	$23.25	$24.20
Gateway Airside Warehouse	$24.12	$26.80	$27.39	$29.78

Classification	**2026**			
	0-3 Months	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouseperson	$23.38	$25.94	$26.51	$28.50
Warehouse Customs Specialist	$23.38	$25.94	$26.51	$28.50
DG Warehouseperson	$25.09	$27.53	$28.13	$30.24
Sorter/Marker Warehouseperson	$25.09	$27.53	$28.13	$30.24
Courier Driver	$24.96	$27.74	$28.35	$30.82
3 Ton Driver		$29.08	$29.73	$32.33
Relief Driver		$28.87	$29.51	$32.42
5 Ton Driver	$33.13			
Tractor Driver	$33.91			
Clerical	$21.79	$22.79	$24.06	$25.05
Gateway Airside Warehouse	$24.96	$27.74	$28.35	$30.82

Classification	2027			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouseperson	$24.14	$26.78	$27.37	$29.43
Warehouse Customs Specialist	$24.14	$26.78	$27.37	$29.43
DG Warehouseperson	$25.91	$28.42	$29.04	$31.22
Sorter/Marker Warehouseperson	$25.91	$28.42	$29.04	$31.22
Courier Driver	$25.77	$28.64	$29.27	$31.82
3 Ton Driver		$30.03	$30.70	$33.38
Relief Driver		$29.81	$30.47	$33.47
5 Ton Driver	$34.21			
Tractor Driver	$35.01			
Clerical	$22.50	$23.53	$24.84	$25.86
Gateway Airside Warehouse	$25.77	$28.64	$29.27	$31.82

Classification	2028			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouseperson	$25.11	$27.85	$28.46	$30.61
Warehouse Customs Specialist	$25.11	$27.85	$28.46	$30.61
DG Warehouseperson	$26.95	$29.56	$30.20	$32.47
Sorter/Marker Warehouseperson	$26.95	$29.56	$30.20	$32.47
Courier Driver	$26.80	$29.79	$30.44	$33.09
3 Ton Driver		$31.23	$31.93	$34.72
Relief Driver		$31.00	$31.69	$34.81
5 Ton Driver	$35.58			

Tractor Driver	$36.41			
Clerical	$23.40	$24.47	$25.83	$26.89
Gateway Airside Warehouse	$26.80	$29.79	$30.44	$33.09

Dangerous Goods (DG) Warehouse and Sorter/Marker positions will exist in Edmonton and Calgary only.

Full and Regular Part-time Clerical Employees Include:

-Telephone Clerk (Dispatch)

-Sales Department Clerk

-Billing Clerk

-Reception/Switchboard

-Office Clerk/Typist

-General Clerk (Tracing, Claims, Dispatch, Admin.)

-Audit Clerk

-Data Entry Clerk

-Accounts Receivable Clerk (Calgary, Edmonton, Red Deer, Vermilion)

-Route Data Entry Clerk

-Sales Coordinator

-Claims Clerk (Edmonton & Calgary)

Casual Workers – working less than twenty (20) hours per week shall be paid at the 0 – 3 month payment category for their classification.

Shift Differential – All hours worked between 2200 hrs. (10:00 p.m.) and 0600 hrs. (6:00 a.m.) are subject to a premium payment of .75 per hour.

Route Data Entry Clerk positions to be paid one-half cent ($0.005) per entry.

Route Data Entry Clerks hired prior to December 14, 1993 shall have the option to be paid an additional fifty (50) cents per hour premium in lieu of the one-half cent per entry premium (not subject to be increased beyond fifty (50) cents when working overtime). Those receiving the fifty (50) cent premium may elect, at any time, to switch to the one- half ($0.005) cent formula; however, they may not revert back once this election has been exercised.

B35.02 Any Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for their entire shift, including any overtime hours worked.

Any Employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

B35.03 All Employees will be paid by direct deposit.

If an error occurs in the payroll computation of an Employee's pay cheque and the amount is equal to one (1) day's pay or more, they shall be entitled, on request, to receive same as soon

as practicable but not later than three (3) working days after the error was reported; if the Employee is overpaid then they shall return said cheque or the overpaid amount within three (3) working days. In the event that the same shortage of any amount occurs on two (2) consecutive paydays, then on request, the money will be paid within three (3) working days.

B35.04 At the request of an Employee, DHL Canada will make available a printout stating the actual hours swiped by an Hourly Employee on the Friday prior to the pay period close.

B35.05 When new categories of employment for which rates of pay are not established by this Agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an arbitrator, in accordance with Article 4.

B35.06 All clerks currently performing split duties working outside of Edmonton and Calgary prior to date of ratification will receive the warehouse rate of pay for their clerical duties.

B35.07 The Company may appoint a regularly scheduled Employee who holds a posting as a Lead Hand. The Company may remove the designation at any time or the Employee may relinquish it at any time. If a situation occurs where there is no one qualified to be a Lead Hand or no Employee wants to be a Lead Hand, the Company and the Union agree to meet, discuss and attempt to come to a resolution.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alex Tokhi*
Glenn Gardner	*Sergio Suarez*
Nicholas Halary	*Basil Murshid*
Ewa Maggiotto	*Tyler Haydey*

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 755

MANITOBA/SASKATCHEWAN – HOURLY APPENDIX

Effective: January 1, 2025 to December 31, 2028

MANITOBA/SASKATCHEWAN – HOURLY APPENDIX
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ARTICLE M1 - UNION RECOGNITION

1.10 (a) The Company shall not contract out any bargaining unit work except in the event of an emergency situation where no qualified employee is available on a straight time or overtime basis. The Company may then use the services of a temporary agency. It is further agreed that regular employees must advise the Company in writing of their availability to perform this work. This applies to existing Company operated facilities.

The Company and the Union agree to jointly monitor the use of temporary agency employees by:

(i) Providing to the Unit Chairperson a monthly list of all temporary agency employees who have worked more than ten (10) business days in the month including classification worked, hours worked, and reason for engagement, and

(ii) Upon request of the Unit Chairperson, a meeting will be convened to review the use of agency employees with the view of investigating ways and means to return this work to bargaining unit members, ie. creation of seasonal temporary positions (vacation relief).

1.23 The Company may request that a Union representative be sent to another branch for consultation. Such hourly representative will be paid at the regular rate of pay for traveling time as well as for hours of consultations, up to a maximum of normal shift hours. Owner-Operator representatives will not suffer any loss of revenue. The Company will assume all travel expenses.

ARTICLE M3 - GRIEVANCE PROCEDURE

3.05 Upon request, copies of an hourly employee's hours of work or relevant information will be provided to the Union Chairperson for the purpose of investigating grievances.

ARTICLE M6 – DISCIPLINE AND DISCHARGE

6.06 The disciplinary interview will not be convened unless the bargaining unit member has Union representation at the meeting.

6.07 A copy of all disciplinary notices to any bargaining unit member covered by this Agreement shall be forwarded to the Unit Chairperson.

ARTICLE M9 - SAFETY AND EQUIPMENT

9.02 (e) All time spent in attendance at regularly scheduled joint Health and Safety meetings or in activities approved by the Company, shall be paid at the employee's regular hourly or overtime rate of pay whichever is applicable. The time spent is to be considered as time worked.

9.15 (a) Hourly employees will be responsible for paying all fines incurred while driving a Company vehicle if proven to be at fault.

(b) Accidents for which the hourly employee is found at fault or for which their action or lack of action is a contributing factor, may result in disciplinary action.

9.16 In the event of an injury on the job, the Company shall provide transportation from the point of

injury to the point of treatment on the day of injury, and the point of treatment to the employee's residence.

9.17 The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kg will be handled safely and according to Company policy. Employees must request assistance from the Company and/or customers to handle such packages. In the instance where no help is available, employees will not be required to handle such packages.

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

ARTICLE M10 - HEALTH AND WELFARE

10.01 (1) The Company shall provide a comprehensive health and welfare plan, the cost of which will be paid in full by the Company.

These benefits include:

(1) Death benefits

- Life Insurance up to a maximum of $40,000 based on the options selected in the plan
- Accident, Death and Dismemberment up to a maximum of $40,000 based on the option selected

(2) Provincial Medical Insurance applicable for each province

(3) Major Medical Insurance

- Prescriptions will be covered 100% with no deductible

(4) Dental Plan - 3 month waiting period.

(5) Weekly Indemnity

- Long Term Disability - 70% of average weekly earnings to a maximum of $300.00/week for two (2) years
- Average weekly earnings will be based on the six (6) weeks prior to disability

(6) Felonious Assault - $20, 000 from the date of hire

(7) Personal Accident Insurance

- Optional insurance paid for by the employee

The above is an outline of the program offered, the actual benefits, waiting periods and amounts payable are outlined in the brochures available from the Company.

10.01 (2) The Company will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period from the date on which an employee acquires a dependent.

The employee must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

- A person married to the employee as a result of a valid civil or religious ceremony, including a person separated from the employee.
- A person of the opposite sex, or same gender partner with whom the employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

ARTICLE M11 - TRAINING

11.03 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. Their supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Unit Chairperson will be informed in writing when employees exchange positions in accordance with this Article.

11.05 The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.

11.06 The Company will pay new bargaining unit members under the terms of the Collective Agreement for any and all training required for them to be able to perform their duties. The Company will pay bargaining unit members under the terms of the Collective Agreement who are successful applicants for a new position, or have displaced onto a new position, any and all familiarization required for them to be able to perform their duties.

ARTICLE M12 - LEAVES OF ABSENCE

12.01 (5) Requests for leaves of absence shall be responded to by the Company within ten (10) business days, with a copy forwarded to the Unit Chairperson.

ARTICLE M15 - UNIFORMS

15.09 (a) Bargaining unit members must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the Company will refund the cost up to the established guidelines.

ARTICLE M16 - MEDICAL EXAMINATIONS

16.09 Should an employee be reclassified as a result of Article N16.01 and N16.02, they will be paid at the rate of their new classification. An employee who is reclassified due to a disability or medical condition will have their status jointly reviewed at least annually by representatives designated by the Company and Union.

ARTICLE M27 - SCHEDULING WORKING HOURS AND OVERTIME

27.01 Except as provided in Article M27.05 and M27.06, the work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one half (1 ½ times) the basic rate of pay. All time worked in excess of eight (8) hours (ten (10) hours in accordance with Article M27.05) per day, will be paid at time and one half (1 ½ times) the basic rate for the classification.

27.02 Hourly employees will be paid according to the hours scheduled unless they are allowed by the Company to leave work at their own request. No reasonable request will be denied.

27.03 Any employee ordered to report for work at a time specified by the Company, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.

27.04 No employees shall be required to take time off in lieu of overtime hours worked.

27.06 (a) Regular part-time employees will be given the first opportunity by seniority and by classification to supplement their hours. All hours will be offered to regular part-time Employees before casuals are utilized, this includes overtime

(b) When additional hours worked can reasonably be foreseen amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.

(c) Part-time employee hours will be averaged over the weekly pay period. Time and one half (1 ½) will be paid on hours in excess of forty (40) hours in any one work week.

(d) Additional hours which are a continuation of a regularly scheduled shift are exempt from this provision.

(e) When the Company determines that overtime is required, the Company will endeavor, wherever practicable, to utilize the most senior qualified available employee. All overtime hours will be voluntary.

27.07 Any scheduled full-time hourly employee required to perform work before the scheduled reporting time, at the request of their supervisor, will be compensated at the applicable overtime rate based on fifteen (15) minute increments provided the employee has completed the regular schedule work day.

It is further understood the early call-in starting will be scheduled at fifteen (15) minute intervals.

27.08 All shifts over five (5) consecutive hours, shall have a one half (1/2) hour unpaid meal period, which is to be taken at the hourly Employee's discretion subject to the operational needs of the business.

27.09 All hourly employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.

Hourly employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

No breaks will be taken in the first or last hour of work on a shift unless mutually agreed to by the supervisor and the employee.

27.10 All overtime hours shall be offered in order of seniority provided the employee has sufficient qualifications to perform the required work. All overtime hours shall be offered to full time and part time employees prior to being offered to casual employees.

27.11 When there is a vacancy in an Owner-Operator run, the work will be offered to the hourly employees in order of seniority until such time as the run is permanently filled. The Company will use existing hourly employees however, if there are no hourly employees available, the Company will fill the work with agents until the posting is complete. This would apply to any vacant position.

27.12 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.

ARTICLE M28 - STATUTORY HOLIDAYS

28.01 The following statutory holidays will be observed with pay:

New Year's Day	1st Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Truth and Reconciliation Day	Boxing Day

28.02 An employee shall be paid for any statutory holiday falling during their vacation, in addition to vacation pay.

28.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.

28.04 In the case of a statutory holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their statutory holiday and their work week will then commence on Monday. In case of a statutory holiday falling on a Friday, Thursday shall be their statutory holiday and their work week would then be completed on Thursday morning.

28.05 Eligible employees are those employees who are full-time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to pay for the above noted holidays, although no work is performed provided such employees work their full scheduled shift prior to the holiday and their full scheduled shift after the holiday, unless excused by their supervisor. Reasonable reasons for absences shall be recognized by the Company.

28.06 Holiday pay will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours per day worked by the employee during the previous twenty (20) worked days.

28.07 Those employees working in accordance with Article M27.05 will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for their classification.

28.08 If an employee's normal shift starts prior to 12:01 A.M. of the declared holiday, the employee will be paid at their regular scheduled rate. Any employee commencing work before 11:59 P.M. of the declared holiday will be paid at time and one half (1 ½ times) for the day worked in addition to the holiday pay.

28.09 In the event a statutory holiday is proclaimed by the federal or provincial government, such holiday shall also be observed if not already listed in the above holidays.

ARTICLE M29 - VACATION AND VACATION PAY

29.01 (a) Each employee will select their desired time for vacation, understanding that vacations cannot be taken until after seniority date. An employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall be required to wait until all other eligible employees within the depot or branch have selected their dates.

(b) The Company shall post the list of chosen vacation dates on the Company bulletin board by April 15th. These shall be considered as the Company approved vacation schedules. All vacation requests submitted after April 15th will be responded to within ten (10) business days. These requests shall be granted on a first come first serve basis.

(c) Should the Company not post the vacation list by April 15th, or fail to respond to a vacation request in accordance with (b) above, the hourly employees' request(s) will be escalated to a Step 3 grievance.

(d) Any employee who wishes to change their selection after March 31st will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval. An employee that submits the change to the company shall receive notification within seven (7) calendar days on whether their request has been approved or declined. No request will be unreasonably denied.

(e) A copy of the approved vacation schedule and any changes or updates shall be forwarded to the Unit Chairperson.

29.02 The Company will permit an acceptable level of employees to take vacation at the same time provided the business needs can be maintained. The Company will determine the level of business requirements. However, it is understood that the vacation requests will not unreasonably be refused.

Any changes to an existing and approved schedule can only be made by mutual agreement between the supervisor and the employee.

29.03 Employees may split their vacation weeks, if they desire, or take them consecutively up to a maximum of three (3) weeks. Under special circumstances, this may be extended by mutual agreement between the Company and the employee. Such requests will not be unreasonably denied.

29.04 Full time and part-time employees who have completed one (1) year of service as regular employees shall be entitled to vacation with pay on or after their seniority dates.

29.05 Full-time and part-time employees will receive vacation pay at the percentage entitlement applied to their annual gross earnings for their anniversary year for which they are receiving their vacation. Casual employees will receive their vacation pay as per the CLC every pay period.

29.06 Vacation pay shall be paid to the hourly employee by separate cheque immediately preceding their departure on vacation. Upon written request an employee's vacation pay will be paid to hourly employees on their return from vacation with thirty (30) calendar days notice prior to the commencement of the vacation.

29.07 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in by mutual agreement, prior to them returning to work, the employee and the Company will reschedule the employee's remaining vacation by mutual agreement.

29.08 Any hourly employee leaving the employ of the Company, or upon retirement, shall be entitled to be paid out any accrued vacation as per Article M29.04.

29.09 Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year to year except when the employee is absent on leave of absence for medical purposes.

ARTICLE M30 - SENIORITY

30.01 The purpose of seniority is to provide a policy governing preference for layoffs, recall, job postings, route restructure, route conversion, transfers within the bargaining unit. Each union member will establish a company seniority date. When two or more employees are hired on the same day the order amongst them shall be determined by a draw of names witnessed by the unit chairperson.

For all part time, full time and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employees last hiring.

For the purpose of job bidding and bumping, all employees and Owner Operators will have equal opportunity for any role using their seniority, provided they have the required skills and sufficient qualifications.

30.02 A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

30.03 (a) All hourly employees shall be considered as on probation during the first ninety (90) calendar days worked following their last date of hire. If found unsuitable during this period, such employee will not be retained in the service. After the completion of this ninety (90) calendar day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.

(b) In the event that a casual worker secures a part-time or full-time position, they will not be required to repeat the probationary period.

30.04 Hourly employees shall lose their seniority and their employment will be terminated under this Collective Agreement in any of the following events:

(a) They are discharged for cause and not reinstated under the grievance/arbitration process;

(b) They voluntarily leave the employ of the Company;

(c) They fail to report for work after a lay-off within seven (7) calendar days following the recall date of return to work and notification by registered mail, except for a bona fide emergency where communicated to the Company within seven (7) calendar days;

(d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency.

(e) They have been on lay-off for a period of eighteen (18) months or longer;

(f) They transfer to another district, other than Manitoba/Saskatchewan or a company position outside the bargaining unit.

30.05 Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

30.06 (c) An Owner-Operator bidding or bumping in to an hourly classification must work a twelve (12) month period in their hourly position before they are entitled to paid vacation.

(d) An hourly employee who becomes an Owner-Operator will be paid out all outstanding accrued vacation pay at the date of transfer.

30.07 If the Company changes a previously occupied vacant Owner-Operator route to an hourly route or a previously occupied vacant hourly route to an Owner- Operator route, both Owner-Operators and hourly employees may bid on the route.

30.09 A bargaining unit member will not lose their seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

30.10 (a) If an hourly employee's hours of work are reduced due to operational requirements, the employee shall have the right to retain the altered shift or exercise their seniority to any position provided they have sufficient qualifications to perform the required work.

(b) In the event of an increase of two (2) hours or more, for a period of three (3) weeks or more, the shift will be posted subject to Article 16.

(c) The Company shall give two (2) weeks notice to the affected employee when there is a change in hours in accordance with this Article.

(d) Each affected employee shall have five (5) working days to decide whether to accept the altered shift or to exercise their seniority to another hourly position.

(e) An employee returning from a leave of absence that has had their hours of work altered as above shall be entitled to exercise their seniority as per this Article.

ARTICLE M32 - JOB POSTING

32.01 (a) When a job vacancy occurs for any reason or a new position is created or the hours change on a position in accordance with Article M30.10 (c), the Company will post within seven (7) calendar days at all locations, the said vacancy for three (3) business days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, scheduled hours, and regular duties. Selection will be on the basis of the employee's qualifications and seniority. Positions will be awarded within ten (10) business days from the date of the posting's closing.

Employees shall occupy an awarded position within twenty (20) business days from being awarded the position. These time frames may be extended by mutual agreement. A copy of all postings will be given to the Unit Chairperson.

(b) All employees who are awarded a posted position, must serve a ninety (90) calendar day trial period in their new position. If the employee does not, in the opinion of the Company, qualify for the position concerned, they shall revert to their former position without loss of seniority. The Company will provide to the union documentation as to why the employee did not qualify for the position. The employee and or union may grieve the decision of the Company.

32.02 A work schedule change of one (1) hour or less will not require job posting. This only applies to start and finish times of a shift and not the total hours of work. In an emergency one-time situation, a work schedule may be changed by more than two (2) hours without the required three (3) business days posting. The employee will have the option of working to the new finish time.

This provision does not apply to casual employees.

32.03 Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder with a copy given to the Unit Chairperson.

32.04 Should a full-time employee be absent from work for thirty (30) working days or more for legitimate reasons, this position will be offered to the part-time employees in order of seniority within that depot for the duration of the full-time employee's absence.

Should a part-time employee be absent from work for sixty (60) working days or more for legitimate reasons, this position will be offered to the part-time and casual employees in order of seniority within that depot for the duration of the part-time employee's absence.

In the event that a casual employee is successful in obtaining a temporary position (part-time or full-time), they will retain their "casual" status and will not receive any further benefits beyond the casual entitlement. Temporary postings, when possible, must have duration of posting and length of shift.

32.05 In the event that a branch or depot closes, or should any position within the bargaining unit be wholly discontinued, and/or any employee be displaced the following will apply:

(a) An hourly employee must exercise their seniority by bidding into any vacant position or displace any junior hourly employee in their branch.

(b) No hourly employee will be required to accept a vacant position outside of their branch.

32.07 Temporary postings will be posted only for coverage of approved leaves of absence, summer vacation relief, or as agreed upon between the Company and the Unit Chairperson. All temporary postings will have a start and approximate finish date or shall be posted as an indefinite posting.

32.08 An Owner Operator or Employee who is away on leave or vacation may leave a written notice with their supervisor indicating postings that they wish to bid on while absent from the workplace.

ARTICLE M33 - DEFINITIONS

33.01 Leadhand - A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of their supervisor within their particular unit or section. Leadhands shall not have the authority to hire, suspend, dismiss or discipline employees.

Leadhands will be appointed by the Company based on qualification to perform the work. If qualifications between employees are relatively equal the Company will appoint the senior employee.

33.02 Full-Time Employees - Any hourly employee regularly scheduled to work forty (40) hours per week shall be considered full-time employees and will be paid forty (40) hours at the basic rate established for their respective classification.

33.03 Part-Time Employees - Part-time hourly employees shall be those who are scheduled and work less than forty (40) hours and more than twenty (20) hours per week at the rate established for their respective classifications.

33.04 Casual Hourly Employees – Casual hourly employees will normally work less than twenty (20) hours per week and are covered by the terms of the Appendix A.

33.05 Business days - will mean Monday to Friday inclusive excluding statutory holidays.

33.06 Any full-time or part-time hourly employees working twenty (20) hours or more per week shall be entitled to rights and benefits of this Collective Agreement.

33.07 District – Shall mean Manitoba/Saskatchewan for the purpose of this agreement.

ARTICLE M34 - MISCELLANEOUS

34.01 If a driver's driving privileges are suspended or rescinded for any reason, the driver will be laid off until a vacancy occurs, at which time the laid off driver will be recalled as outlined in Article M31.

34.02 Any bargaining unit member that fails to comply with Article N1.22 of the National Agreement shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.

34.03 The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

34.04 The Company will provide each bargaining unit member a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within seven (7) calendar days of hire, provided the Collective Agreement has been ratified, signed, and is available for distribution to bargaining unit members.

34.05 The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.

34.06 Maintenance of the employee's lunchroom will be the responsibility of the Company, however, bargaining unit members agree to observe common courtesy, manners and rules of cleanliness in the use thereof.

34.07 Upon request from the Local Union, the Company will pay Union representatives' wages while they attend Union business outside the workplace, and will invoice the Local monthly for reimbursement.

34.09 Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

34.10 If the company makes a permanent change to a posted hourly route, which changes the route by 25% or more, the incumbent driver has first right of refusal to accept the changes to the route or exercise their seniority bumping rights.

ARTICLE M35- CLASSIFICATION AND WAGES

35.01 Full and Regular Part-Time Employees

	2025 - January to June 28			
Classification	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouse	$21.02	$23.28	$23.75	$26.51
Courier Driver	$22.04	$24.31	$24.75	$26.75
Import Specialist				$28.14
Clerical	$20.11	$21.42	$22.53	$23.67
3/5 Ton driver	$22.33	$24.60	$25.04	$27.05
Bilingual Customer Service Clerical	$22.61	$23.22	$24.01	$27.54
Clerical Customer Service	$19.09	$19.73	$20.35	$23.15
Bilingual Customer Service Clerical Backline	$23.15	$23.76	$24.56	$28.10
Clerical Customer Service Backline	$19.68	$20.32	$20.94	$23.75

	2025 - June 29 to Dec 31			
Classification	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouse	$21.02	$23.28	$23.75	$26.51
Courier Driver	$22.56	$24.83	$25.27	$27.28
Import Specialist				$28.14
Clerical	$20.63	$21.95	$23.06	$24.19
3/5 Ton driver	$22.86	$25.13	$25.57	$27.57
Bilingual Customer Service Clerical	$23.13	$23.74	$24.54	$28.07
Clerical Customer Service	$19.61	$20.25	$20.87	$23.68
Bilingual Customer Service Clerical Backline	$23.68	$24.29	$25.08	$28.62
Clerical Customer Service Backline	$20.20	$20.84	$21.46	$24.28

	2026			
Classification	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouse	$21.76	$24.09	$24.58	$27.44
Courier Driver	$23.35	$25.70	$26.15	$28.23
Import Specialist				$29.12
Clerical	$21.35	$22.72	$23.87	$25.04

3/5 Ton driver	$23.66	$26.01	$26.46	$28.53
Bilingual Customer Service Clerical	$23.94	$24.57	$25.40	$29.05
Clerical Customer Service	$20.30	$20.96	$21.60	$24.51
Bilingual Customer Service Clerical Backline	$24.51	$25.14	$25.96	$29.62
Clerical Customer Service Backline	$20.91	$21.57	$22.21	$25.13

	2027			
Classification	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouse	$22.47	$24.87	$25.38	$28.33
Courier Driver	$24.11	$26.54	$27.00	$29.15
Import Specialist				$30.07
Clerical	$22.04	$23.46	$24.65	$25.85
3/5 Ton driver	$24.43	$26.86	$27.32	$29.46
Bilingual Customer Service Clerical	$24.72	$25.37	$26.23	$29.99
Clerical Customer Service	$20.96	$21.64	$22.30	$25.31
Bilingual Customer Service Clerical Backline	$25.31	$25.96	$26.80	$30.58
Clerical Customer Service Backline	$21.59	$22.27	$22.93	$25.95

	2028			
Classification	**0-3 Months**	**4-10 Months**	**11-18 Months**	**TOP RATE**
Warehouse	$23.37	$25.86	$26.40	$29.46
Courier Driver	$25.07	$27.60	$28.08	$30.32
Import Specialist				$31.27
Clerical	$22.92	$24.40	$25.64	$26.88
3/5 Ton driver	$25.41	$27.93	$28.41	$30.64
Bilingual Customer Service Clerical	$25.71	$26.38	$27.28	$31.19
Clerical Customer Service	$21.80	$22.51	$23.19	$26.32
Bilingual Customer Service Clerical Backline	$26.32	$27.00	$27.87	$31.80
Clerical Customer Service Backline	$22.45	$23.16	$23.85	$26.99

(a) Casual Workers – working less than twenty hours (20) hours per week shall be paid at the 0-3 month payment category for their classification.

(b) Effective from the date of ratification, employees paid on an hourly wage basis will be paid a premium of seventy five (.75) cents per hour for all hours worked between

2200 hrs (10:00 PM) and 0600 hrs (6:00 AM). This premium is excluded from any overtime computations.

(c) If a new classification is to be established the Company and the Union will meet in an attempt to set a rate. If no agreement is reached the Company will set a rate and the Union may, within thirty (30)

calendar days after receiving notification of the rate of pay, file a grievance contesting the rate and refer it to arbitration in accordance with the procedures set out in this Agreement.

35.02 (a) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours, shall receive the higher rate of pay for all time worked.

(b) Any employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

(c) Employees that are required to drive a 3 Ton or larger vehicle shall be paid a premium of fifty cents ($.50) per hour for all driving time in said vehicle.

(d) Dangerous Goods Warehouse Person – There shall be one (1) Dangerous Goods Warehouse Person on the day/afternoon shift in the Winnipeg Depot who shall be paid the Dangerous Goods premium of one dollar ($1.00) per hour above the warehouseperson rate of pay. Employees on the night shift in Winnipeg, and employees in Saskatchewan shall be paid the Dangerous Goods premium only for hours worked on dangerous goods.

35.04 For the purpose of Article M27, M30, M31 and M32 there shall be two classifications, Clerical and Warehouse.

35.05 Gateway Airside Warehouse Premium: All employees attending airside will receive a $0.75 dollar per hour premium above their rate of pay.

APPENDIX A – CASUALS

It is agreed that casuals will not hold seniority under any other clauses of the Collective Agreement, except under Articles M27-M31 inclusive and N9. The following applies to casual employees only:

1. Company will recognize the present group of employees called “casuals” to now be under the scope of the Union clause. It is agreed that casuals will hold seniority after they have completed their 90 day probation period. This seniority will be separate from the seniority of full-time and regular part-time employees. Casual seniority will be used for the purpose of casual work.

2. Casuals will be ranked according to their date of hire. Applications for a vacant full-time or part-time position, from qualified casual employees, will be given consideration prior to applicants from outside the Company. When more than one qualified casual employee applies, the qualified applicant with the most seniority will be given preference. When bidding on full-time and part-time positions casual seniority will apply. When the position is awarded the casual will become the lease senior in their new classification based on their posting award date.

3. Casual employees will normally work less than twenty (20) hours per week and not be afforded benefits. If a casual works 20 hours or more on average for longer than 3 months the position will be posted.

4. For the purposes of flexibility, due to business demands, illness or injury, casual employees may have their start or finish times adjusted the day of the designated work.

5. If the casual employee has not worked in two (2) months, the employee’s name will be removed from the seniority list.

6. In the situation of a reduction of the work force, full-time and part-time employees will have the option of bumping onto the casual list or to take the lay-off and becoming the most senior casual second only to another more senior employee bumping down. A regular part-time or full-time employee may choose to go onto the casual list becoming the most senior casual and retain their previous wage and benefits regardless of the hours worked.

7. Casual employees will not be used to circumvent the hiring of full-time or part-time positions but will be utilized to perform work outside of scheduled work periods and peak periods of activity.

8. Casual employees may be used to relieve full-time and part-time positions when the regular employees are absent.

9. If a casual indicates they are available for work and refuses three (3) requests in a one (1) month period, they shall be deemed to have terminated their employment.

10. (a) Casual work shall be posted as a regular part-time or full-time position when the work has resulted in an average of twenty (20) hours per week for the previous three (3) months

11. In order to ensure the company is able to schedule an adequate number of employees on each shift, casual hourly employees will provide the company with their available dates on a biweekly basis. Should a casual employee fail to submit their availability, they shall be deemed not available for that period.

Note: 7 above

A full-time or part-time employee who has been chosen to move onto the casual call-in list during a period of lay-off, will be deemed to be on lay-off and as such is governed by the seniority Articles and recall privileges, realizing that if they are not recalled in the appropriate period they will lose any recall rights.

LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA) LTD.
(Herein after referred to as the "Company")

And

UNIFOR Local 755

Benefits

The Parties agree that there will be no change in benefits for the term of the Agreement.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Elwood Shand*
Glenn Gardner	*Kevin Campbell*
Nicholas Halary	*Herb Armas*
Ewa Maggiotto	*Guy Feret*
	Frank Wright

LETTER OF UNDERSTANDING

Between

DHL EXPRESS (CANADA) LTD.
(Herein after referred to as the "Company")

And

UNIFOR Local 755

Pilot Vacation Coverage Flexibility

When an employee is on holidays, senior employees may be given the opportunity to work their vacancy provided the following criteria are met:

1. Vacation is booked prior to March 31st and approved

2. The employee wishing to cover a vacation vacancy must submit interest prior to April 30th

3. The employee wishing to cover a vacation vacancy must possess the required skills and abilities of said vacancy

4. The approval of such vacation coverage is subject to operational requirements

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Elwood Shand*
Glenn Gardner	*Kevin Campbell*
Nicholas Halary	*Herb Armas*
Ewa Maggiotto	*Guy Feret*
	Frank Wright

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Elwood Shand*
Glenn Gardner	*Kevin Campbell*
Nicholas Halary	*Herb Armas*
Ewa Maggiotto	*Guy Feret*
	Frank Wright

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 755

MANITOBA/SASKATCHEWAN– OWNER OPERATOR APPENDIX

Effective January 1, 2025 to December 31, 2028

MANITOBA/SASKATCHEWAN – OWNER OPERATOR APPENDIX
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ARTICLE M1 - UNION RECOGNITION

1.23 Thirty (30) calendar days advance notice will be given to Owner-Operators when major alterations to their route assignments are to be made. The Unit Chairperson or designate will be copied on any such notice. In this event, if the Owner-Operator requires a change in equipment the advance notice will be sixty (60) calendar days.

ARTICLE M3 - GRIEVANCE PROCEDURE

3.09 In the event an Owner Operator is terminated and a grievance is filed by the Union, the Company will cover the vacant route pending completion of the initial grievance process excluding arbitration.

ARTICLE M6 - DISCIPLINE AND DISCHARGE

6.06 Prior to convening a disciplinary interview, the Company will provide the affected bargaining unit member with reasonable advance notice of the meeting in writing with a copy to the Unit Chairperson, setting out the nature of the matter to be discussed.

6.07 The disciplinary interview will not be convened unless the bargaining unit member has Union representation at the meeting.

ARTICLE M10 - BENEFITS

10.01 (1) The Company agrees to provide those eligible Owner-Operators with current details and information covering all Owner-Operators benefits and programs, in which the Owner-Operators covered by this Agreement are entitled to participate. This information shall be provided at the date of signing a business agreement with the Company.

The Company will provide each Owner-Operator with the option of participating in a selected health and welfare package as detailed below.

Such benefits are to be provided on a voluntary basis at 100% Owner-Operator cost. The Company will deduct cost of benefits opted for from the Owner- Operator invoice.

- Major medical (extended health benefits)
- Dental Plan
- Life Insurance
- Accident Death and Dismemberment Insurance
- Vision Care - $250.00 for a 24 month period

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) calendar day eligibility period from the date on which an Owner-Operator acquires a dependent.

The Owner-Operator must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

- A person married to the Owner-Operator as a result of a valid civil or religious ceremony, including a person separated from the Owner- Operator.

- A person of the opposite sex, or same gender partner with whom the Owner-Operator has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status).

10.01 (2) Optional Monthly Costs to Owner-Operators (subject to change by insurers without notice):

	Single	Family
Life Insurance (Core)	4.31	4.31
AD&D (Core)	0.53	0.53
Health	20.99	52.45
Dental	48.25	120.70
Vision	3.49	8.30

Voluntary Personal Accident (Accidental Death & Dismemberment) varies depending on coverage selected by the Owner-Operator.

10.01 (3) The Company agrees to pay individual assessments of the Worker's Compensation Boards of the provinces of Manitoba and Saskatchewan, for the Owner-Operators holding signed business agreements with DHL and their replacement drivers.

ARTICLE M15 - UNIFORMS

15.01 (a) All relief drivers shall be uniformed. The Company will pay for the quantity of uniforms as outlined in Article N15.02 of the National agreement for all Owner-Operators, hourly drivers, lead hands, and one (1) relief driver per year. If more than one relief driver is used during the year, the cost of providing uniforms for these additional relief drivers shall be at the Owner-Operators' expense.

ARTICLE M27 - SENIORITY

27.01 The purpose of seniority is to provide a policy governing preference for layoffs, recall, job postings, route restructure, route conversion, transfers within the bargaining unit. Each union member will establish a company seniority date. When two or more employees are hired on the same day the order amongst them shall be determined by a draw of names witnessed by the unit chairperson.

For all part time, full time and Owner Operators, company seniority means the length of continuous service in the bargaining unit, since the employees last hiring.

For the purpose of job bidding and bumping, all employees and Owner Operators will have equal opportunity for any role using their seniority, provided they have the required skills and qualifications.

27.02 A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

27.03 Any Owner-Operator whose route is abolished or who is displaced will take a vacant run, or exercise their right to displace any junior member.

In the event an Owner-Operator exercises their seniority accordingly, they must possess the necessary license and equipment to perform the work.

27.04 Bargaining unit members shall lose their seniority and their Business Agreement will be terminated under this Collective Agreement in any of the following events:

(a) They are discharged for cause and not reinstated under the grievance/arbitration process;

(b) They voluntarily leave the service of the Company:

(c) They transfer to another district, other than Manitoba/Saskatchewan or a Company position outside the bargaining unit.

27.05 Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

27.06 (c) An Owner-Operator must work a twelve (12) month period in their hourly position before they are entitled to vacation.

(b) An hourly employee who becomes an Owner-Operator will be paid out all outstanding accrued vacation pay at the date of transfer.

27.07 If the Company changes a previously occupied vacant Owner-Operator route to an hourly route or a previously occupied vacant hourly route to an Owner- Operator route, both Owner-Operators and hourly employees may bid on the route.

27.09 A bargaining unit member will not lose their seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

27.10 (a) The Company will post Owner-Operator vacancies at all locations for seven (7) calendar days. The Company will include the estimated value for a new route or the average value for an existing route in the posting. The minimum daily payment worksheet will be provided upon request. The senior qualified applicant will be awarded the position within ten (10) business days. This time limit may only be extended by mutual agreement between the Company and the Unit Chairperson. A copy of all job postings and awards will be forwarded to the Unit Chairperson.

(b) Owner-Operators cannot switch routes between themselves and avoid the posting procedure.

27.11 All Owner-Operators shall have only one (1) route.

ARTICLE M28 - EQUIPMENT

28.01 The Company agrees to make a reasonable effort to assist the Owner-Operator in securing a replacement vehicle at the Company's rental rate, should the Owner-Operator's vehicle be out of service for repairs.

28.02 (a) The Company assumes responsibility for supply and installation of the striping kit (decals). Where DHL is rebranding, the Company assumes full cost of painting in accordance with the prices available to DHL. Based on this pricing, the Owner-Operator is free to get their work done elsewhere at an accredited shop as long as it is done to DHL global standards.

(b) The Owner-Operator is responsible for all body work prior to the vehicle being painted.

(c) The Company is responsible for any cost incurred for removing the decals upon termination.

28.03 The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with an Owner-Operator whose equipment does not meet the appearance standards as set by the Company. Reasonable standards to apply. The Company must first give ninety (90) days notice in writing to meet appearance standards. A copy shall be forwarded to the Unit Chairperson.

ARTICLE M29 - DEFINITIONS

29.01 Owner-Operator – Shall mean a contractor who provides equipment and driving services for the Company and is subject to the terms and conditions of this Collective Agreement.

29.02 Business Agreement – Shall mean an agreement between the individual Owner-Operator and the Company, which details specific terms, conditions, and methods of payment, for services provided.

It is agreed that a Business Agreement will be attached as an Appendix of this Agreement, and will form part of the Collective Agreement and will be consistent with the language and intent of the Collective Agreement as a whole. It is also agreed the copy of the Business Agreement will be in "everyday language". However, the legal language text will form the basis for the signed Business Agreement.

The Owner-Operator's Business Agreement will have a renewal date consistent with the Collective Agreement.

29.03 Stop – Shall mean a different physical address or different signatures including different locations or signatures in a building where the Owner-Operator has been required to physically attend to each location and garner a signature.

29.04 Business days - will mean Monday to Friday inclusive excluding statutory holidays.

ARTICLE M30 - MISCELLANEOUS

30.01 During periods of layover the vehicle will be parked/secured in a designated parking area.

30.02 (a) Such information will be supplied in writing within three (3) business days of such change.

30.03 Owner-Operators whose contracts are terminated for cause will have reasons for same

confirmed in writing. Those Owner-Operators who terminate their contracts voluntarily shall have all monies owing them paid no later than the next scheduled payment day provided they have complied with returning all Company property and have removed all DHL branding from the vehicle(s).

30.04 The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

30.05 The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.

30.06 Communication equipment such as two way radios, mobile phones, computers shall be supplied to Owner-Operators if required by the Company in order to service its customers. The cost to this equipment shall be at the Company's expense.

30.08 The Company agrees to allow part-time employees, who are qualified and not previously scheduled to replace an Owner-Operator for bereavement purposes.

30.09 The Company will reimburse a bargaining unit member for the cost of procuring a drivers abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.

30.10 Owner-Operators are normally required to provide their own relief drivers and vehicle for purposes including but not limited to sickness, injury, bereavement, and vacation coverage. However on an emergency basis where all reasonable efforts by the Owner-Operator to provide a relief driver and/or vehicle coverage

have been exhausted, the Company will provide for coverage of the route on the first day or partial day. In this event, the Owner-Operator will forego all revenues from the route for the entire day and the Company will assume responsibility for all related costs for coverage. In the further event that the Owner-Operator's vehicle is used in these situations, the Company will reimburse the Owner-Operator for their vehicle operating costs.

30.11 An Owner Operator will be eligible for an interest free loan up to a maximum of $2,000.00 towards vehicle operational costs or, as a new Owner Operator to defray start up expenses.

(a) Loan application must be done in writing accompanied by proper documentation identifying the repairs/maintenance to be completed by a third party in the case of an operating loan.

No supporting documentation is required for a start up loan, however, if the new Owner Operator can not prove that they have an owned or leased vehicle at start up, the loan may be denied.

(b) No loan application is approved unless and until DHL Finance has verified and accepted the loan request and supporting documentation. This process will be completed within 20 business days of the date of the loan.

(c) Repayment will be a minimum of equal bi-weekly installments over a period no greater than 12 (twelve) months, auto deducted through the Company payroll system. This deduction will be held to a minimum of $50 per pay unless otherwise agreed to with the Owner Operator.

(d) If an Owner Operator's balance owing against this loan is in excess of $500.00, no additional funds will be loaned under this provision until the balance falls below $500.00, and the resulting "top off" loan can be proven to be an emergency situation with supporting documentation.

30.12 Owner-Operators who choose to obtain coverage through the Company's cargo insurance will be assessed a monthly charge of ten dollars ($10.00).

30.13 The Company and the Union agree that packages weighing over seventy (70) pounds or thirty–two (32) kilograms will be handled safely and according to Company policy. Bargaining unit members may request assistance from the Company and/or customers to handle such packages. In the instance where no help is available, bargaining unit members will not be required to handle such packages.

30.14

(a) Hourly employees shall be paid at time and a half (1 ½) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.

(b) Owner Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner Operator shall be one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

When these hours fall on a non-scheduled work day,

(a) Hourly employees will be paid for all time spent in training with a minimum of four (4) hours at time and one half (1 ½) if this puts the employee over forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.

(b) Training on an Owner Operator's day off shall be avoided, however, where such training is unavoidable, the Owner Operator will be paid a minimum of four (4) hours of pay at one and one half (1 1/2) times the courier driver hourly rate under Schedule of Fees.

It is understood that this article is not applicable to tailgate meetings and information sessions.

30.15 The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.

30.16 Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

30.17 The Owner Operator pay week will be from Monday to Sunday.

30.18 The union recognizes the challenges of peak season from November 12 – January 12. Due to the no contracting in our agreement we would like to give our Owner Operators the ability to add one helper in their vehicle or one helper with a vehicle to their service area. The Owner

Operator will absorb all associated costs. The helper must pass all applicable DHL security screening. This practice will not be used outside of these dates. The Company will pay the union $250.00 per helper to cover the dues.

ARTICLE M31 - SCHEDULE OF FEES

31.01 Owner-Operators will be paid on a Schedule of Fees as per the Collective Agreement and/or the Schedule "A" for the route.

(a) Specials are defined as any payment which has been pre-determined to exist outside of the agreed Schedule of Fees for any given route.

Such payments are negotiated between the Owner Operator and the branch management, but will not be recognized or paid unless and until a Union Chairperson and the Area Director (or either of their designates) have both signed off on the arrangement. Full documentation regarding the agreement will be included in the Owner Operator's payroll file for future reference.

Specials will be paid over and above the minimum and may be reviewed for validity at any time.

1 OVERWEIGHT RATES ARE PAID FOR EACH POUND OVER 20 POUNDS PER SHIPMENT

2 RURAL ALLOWANCES ARE PAID ON MAP KILOMETERS BETWEEN TOWN LIMITS

31.02 Where a claims inspection is requested, a standard payment in accordance with the Schedule of Fees will be made when properly completed Claims Inspection Report is filed with the Company.

If a claims inspection is made and no other transaction is performed, a standard payment in accordance with the Schedule of Fees will cover the stop and the claims inspection.

If the damaged goods are to be returned to the branch, the regular waybill rates and rules will apply.

31.04 Where new business is brought on and the Company deems it to be Owner- Operator work, the incumbent Owner-Operator will be first offered this work, provided they can meet both the service and operational requirements of this business without adversely affecting service to their existing customers. In the event that this new business is in a shared route area, the Owner-Operator with the higher seniority, and meeting the service and operational requirements, will be offered the work first. In the event that no incumbent Owner-Operator is given the work then it will be offered to any other Owner-Operator.

31.05 With the exception of invoice adjustments or corrections, there shall be no monies deducted from the Owner-Operator without first having a discussion with the affected Owner-Operator.

31.06 When an Owner Operator is requested to load, unload or sort a trailer or air material, the Owner Operator will be paid the warehouse hourly rate as set forth in the schedule of fees over and above the daily minimum. This does not apply to the loading, unloading, or sorting of the individual Owner Operator's freight.

31.08 Fuel Escalation

(a) Rural

(Based on point to point through kilometers, does not include in town pick up and delivery mileage)

	Rate
Van	$0.25/km
Cube/Dual	$0.29/km
3/5 Ton	$0.29/km

The following will apply only to those Owner-Operators not operating on a minimum daily payment.

Above mileage rates are minimums. In addition, rates will increase for changes over the Winnipeg fuel price of $0.523/litre (unleaded fuel) or Regina and Saskatoon (blended average) fuel price of $0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively, as follows:

Van $0.01 per kilometer for every $0.05 change

Cube/Dual $0.01 per kilometer for every $0.04 change

Decreases in rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go below the minimum mileage rate. Fuel prices to be posted at all locations at the first business day of each month with a copy given to the applicable Unit Chairperson.

(b) City

Owner-Operators will determine their average daily kilometers and submit this to the Company. Average daily kilometers are based on work driving only and does not include mileage incurred for travel to/from work or other personal business. Those individuals found padding their mileage will be permanently excluded from this program. Changes to average kilometers will only be adjusted with a reroute or a ten (10%) percent route change (geography). The

base fuel price for this program will be the Winnipeg fuel price of $0.523/litre (unleaded fuel) or Regina **and Saskatoon (blended average)** fuel price of
$0.570/litre (unleaded fuel), for Manitoba and Saskatchewan respectively. Owner-Operators will be paid on the basis of:

Van $0.01 per km for every $0.04 change in base fuel price Cube/Dual

$0.01 per km for every $0.03 change in base fuel price

Decreases in the rates will occur when the fuel price falls below the same price triggers that have generated a rate increase, but cannot go the base price. Fuel prices to be posted at all locations at the first of each month with a copy given to the applicable Unit Chairperson.

Owner-Operators will submit any amounts owed under this program as a separate charge on their daily invoices. There will be no compensation for mileage incurred on a Statutory holiday or weekend. The above provision will apply only to those Owner-Operators not operating on a subsidy.

31.10 The Owner-Operators and the Company will be able to negotiate individual rates above the minimums. The Unit Chairperson shall be present for these negotiations.

31.11 When an Owner-Operators' scanner malfunctions during their work period, the Owner-Operator shall not be required to scan the freight upon returning to the depot.

The Owner-Operator must advise the supervisor, designate, or dispatch of the malfunction with the scanner at the time of the malfunction.

31.12 In the instances where the Owner Operator is not notified of the freight for their route and given the first right of refusal on that freight, the Owner Operator will be paid the applicable rate as set out in their business agreement.

ARTICLE M32 - ROUTE CONVERSION

In the event that the Company decides to convert any Owner-Operator route(s) to hourly, the following shall apply:

(1) The Company will provide at least (ninety) 90 days notice of the conversion to the Unit Chairperson and the affected Owner-Operator(s).

(2) The Company will meet with the National Representative, Unit Chairperson or designate, and the affected Owner-Operator(s) to discuss any issues of mutual concern relating to the conversion.

(3) The affected Owner-Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any Owner-Operator who is bumped by another Owner-Operator as a direct result of the conversion. An Owner-Operator 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.

(4) If the Owner-Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner-Operator(s), or, if the Owner-Operator(s) owns their vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the Owner-Operator, provided the vehicle was acquired or committed to by the Owner-Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner-Operator will be compensated accordingly.

(5) The Company will indemnify the affected Owner-Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner-Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

(6) The Company will indemnify the affected Owner-Operator(s) for any legal or accounting fees reasonably incurred as a result of the

conversion, to a maximum of twelve hundred dollars ($1200.00) per Owner-Operator.

(7) If, as a result of conversion, an Owner-Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the company will provide the Owner-Operator with reasonable financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:

(a) the Owner-Operator must provide satisfactory proof that such loan is required for the above purpose;

(b) the loan will be to a maximum of $20,000 for a 3/4 ton vehicle, $25,000 for a one ton vehicle, $30,000 for a five ton vehicle, and $35,000 for a tractor;

(c) the Owner-Operator shall sign a promissory note for the loan;

(d) the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;

(e) the repayment schedule shall be based on an equal number of monthly instalments of $500.00 per month, unless the parties agree otherwise, provided the loan is repaid in full not later than December 31, 2009;

(f) the Owner-Operator must have elected to become an hourly rated employee and must continue to be an employee of the company; if their employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

(8) If, prior to the notice under paragraph 1 above, the Owner-Operator has incurred indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the Owner-Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of $5,000 subject to the conditions set out in paragraph 7) above.

(9) Any dispute over the application of this Article may be submitted to arbitration in accordance with Article 5 of the Collective Agreement within one hundred and eighty (180) calendar days of notification of conversion.

SCHEDULE A - MINIMUM DAILY PAYMENT WORKSHEET

Route Information

Route information shall include the following:

(a) Service Area:

This describes the route geography including towns, streets boundaries, etc.

(b) Daily Kilometers:

Total kilometers traveled on an average day. This would generally be determined through a route audit and odometer check. Total kilometers traveled are used when calculating the minimum payment.

(c) Rural Kilometers:

Is the distance between points on a rural route. Travel within the points served is not included. Rural kilometers are generally determined through a route audit, or taken from a provincial map. The odometer audit shall prevail in all circumstances.

(d) Vehicle Type:

The type of vehicle used on the route. This includes cars, vans, cubes, 3 tons, 5 tons, and larger.

(e) Hours of Work:

Start time, finish time, total hours, layover hours, and driving pick up and delivery sections.

(f) Current/Estimated Volume:

This includes stops, waybills, weight, etc.

Minimum Payment Calculation

A minimum payment shall be calculated for each route. It is the common goal of the Owner-Operators and DHL Canada to handle volumes sufficient to exceed the minimum daily payment. When volumes each day taken against the schedule of fees are lower than the minimum daily payment over the same period, the minimum payment will apply.

Items involved in the minimum payment are:

(1) VEHICLE PAYMENT

The vehicle payment will be determined by three factors:

(a) The type of vehicle

¾ ton van - up to $22,415

One ton - up to $38,000

(b) The amortization period

Minimum KM	Maximum KM	Amortization Months
0	310	48
311	410	36
411	600	30
601 and greater		24

(c) The vehicle cost. A new vehicle will mean and refer to a newly acquired vehicle or the buyout of a lease vehicle upon termination of lease.

(i) Vehicle cost used for payment calculation will be the lesser of either the actual cost to the Owner-Operator or the above listed values.

(ii) Upon expiration of amortization period, this factor is no longer considered in

the minimum payment calculation.

(iii) Each Owner-Operator will be responsible for providing a copy of their vehicle leasing/purchasing agreement to the Company in order to obtain payment.

(iv) Residual value of old vehicle (example as a trade-in) will be used to offset cost factor used in calculation.

(v) Each Owner-Operator will be responsible for providing a bill of sale/trade in value of their old vehicle to the Company. In the event that the Owner-Operator is not willing or not able to sell their old vehicle, they will discuss the matter with the Company. The Company and the Owner-Operator will meet and attempt to come to a mutual agreement on the residual value of the vehicle. The Unit Chairperson or designate shall be present for the meeting.

(vi) In the event that the parties do not reach a mutual agreement in accordance with item v) above, the assessed value will be deemed to be the "book" value, as established by the applicable governmental insurance agency

(2) FUEL CONSUMPTION

Gasoline prices will be the average price in Winnipeg and Regina/Saskatoon **(blended average)** for the provinces of Manitoba and Saskatchewan respectively.

	City Km/Ltr	**Rural Km/Ltr**
Van	4.6	6.0
Cube	3.2	4.0

(3) MAINTENANCE

The vehicle maintenance payment will be determined by three factors:

(a) The type of vehicle

(b) The kilometers traveled

(c) Rural or city route

	City Km/Ltr	**Rural Km/Ltr**
Van	.039	.033
Cube	.072	.054

(4) INSURANCE AND LICENSE

Each Owner-Operator will be responsible for providing a copy of their insurance to the Company on a yearly basis. The factor to be used in the calculation will be based on a clean driving record and excludes enhanced deductibles and Manitoba rural insurance.

Note: Copies of all of the above shall be provided to the Unit Chairperson upon request.

Rates below reflect government provided rates 09-15-05 and are maximum allowable rates. Rates used in calculations will be the lower of these or the rates provided by the Owner-Operator.

	Saskatchewan	**Manitoba**
Van	$1,430	$1,802
Cube	$1,379	$1.897

(5) WAGES

As per the applicable hourly driving wage rate. This will include driving/pick up and delivery hours from the time of leaving the depot until the time of return to depot exclusive of breaks and layovers.

The Schedule A Daily Minimum payments will not be adjusted or changed without the affected Owner Operator and Unit Chairperson present and in agreement to the change. The Schedule A may not be adjusted once every 30 days

Classification	**1-Jan-25**	**30-Jun-25**	**1-Jan-26**	**1-Jan-27**	**1-Jan-28**
Warehouse	5.00%		3.50%	3.25%	4.00%
	$26.51	$26.51	$27.44	$28.33	$29.46

SCHEDULE B - SPECIFICATIONS FOR SERVICE

The Owner-Operator shall:

(a) be available to provide the service at all times and places established from time to time by DHL;

(b) have on hand an adequate supply of suitable waybills, rate sheets, flyers and other supplies required by the applicable operating authority;

(c) prepare and submit detailed and accurate reports to DHL for the services on a daily basis along with an Owner-Operator daily check sheet and completed route sheet;

(d) submit red copies of waybills relating to pick-ups and green copies of waybills relating to deliveries to DHL at the end of each work day;

(e) pick up and deliver every shipment of packages assigned by DHL to the Owner-

Operator in accordance with the instruction standards of service set by DHL;

(f) be responsible for the loading, unloading, maintaining and servicing of the vehicle and the verifying of all customer material;

(g) discuss with DHL any dispute respecting adjustments made to their waybill totals for any day and accept any adjustment respecting the totals of waybills made in their presence;

(h) ensure that the vehicle is clean, sound and in good working condition with all advertising materials supplied by DHL properly displayed;

(i) ensure that the vehicle continues to meet the specifications of DHL as to color, type, decaling and security;

(j) drive the vehicle in a safe, cautious and expeditious manner;

(k) conduct themselves in a polite and helpful manner while making pick- ups and deliveries on behalf of DHL;

(l) exercise extreme caution and care to prevent any packages from being lost, stolen, misplaced, misdirected, damaged or destroyed;

(m) notify DHL in the event of any accident, that an accident has taken place and if necessary arrange for an alternate to maintain service scheduling and to perform the balance of services to be performed by them for the remainder of the day concerned;

(n) not use or be under the influence of any alcohol or drugs while performing the services;

(o) properly lock any door when leaving premises which the Owner- Operator has gained access to by virtue of any keys supplied by DHL or the customer concerned;

(p) obtain the appropriate signature on the Pulse scanner or a fully completed sub waybill as proof of delivery;

(q) make every effort to ensure that all parcels and envelopes are handled appropriately and with care;

(r) report and record on the route sheet any deliveries or pick-ups not completed exactly as instructed for any reason;

(s) ensure that the vehicle is kept locked and fully secured at all times;

(t) not allow any passengers not authorized by DHL in the vehicle when performing the services;

(u) be responsible for ascertaining all of the service requirements necessary to perform as an Owner-Operator to the satisfaction of DHL;

(v) be responsible for ascertaining with any customer that the customer has a credit account with DHL before extending credit; and

(w) provide a vehicle, when necessary, which must previously have been approved by DHL.

LETTER OF UNDERSTANDING RE: WCB CLAIM

Between

DHL Express (Canada) Ltd. (hereinafter referred to as the "Company")

and Unifor Locals 755

WCB Claim

When an Owner-Operator is unable to discharge their obligations under the business agreement due to a WCB approved claim, the Company shall cover the cost of the replacement driver, but is not responsible for sourcing the replacement, for the period of injury. The Company will pay the cost of the replacement driver to the Owner-Operator.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Elwood Shand*
Glenn Gardner	*Kevin Campbell*
Nicholas Halary	*Herb Armas*
Ewa Maggiotto	*Guy Feret*
	Frank Wright

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Elwood Shand*
Glenn Gardner	*Kevin Campbell*
Nicholas Halary	*Herb Armas*
Ewa Maggiotto	*Guy Feret*
	Frank Wright

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 4457

ONTARIO APPENDIX

Effective January 1, 2025 to December 31, 2028

ONTARIO APPENDIX
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ARTICLE O1 - UNION RECOGNITION (see NFWA N1)

1.01 (a) Save and except Supervisors, those above the rank of Supervisor, sales staff, regional office clerks and dispatchers.

1.12 This Article does not prevent any Employee or Owner Operator from accepting or delivering freight that arrives at their home facility so long as they do not have to cross a legal picket line or accept freight from any local Union that has a Collective Agreement with DHL and is on strike to deliver said freight.

1.19 During such absence, the Hourly Employee and/or Owner Operator's seniority will accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. Both will recommence on the first (1st) day that the Employee or Owner Operator returns to work. In the event that the individual's pre-leave position no longer exists, he or she will be able to exercising bumping rights in accordance with this collective agreement.

1.23 The Company shall pay to Local 4457 the sum of $854.00 per month for the purpose of carrying on Union business with the Company. Said monies are to be paid to the Local on or before the 15th of each month.

1.24 The Company as of date of ratification shall, on a quarterly basis, provide to the Local Chair a list of agents and temp Employees used in the Province of Ontario. The Area Vice President or designate and the Local Chair will meet and discuss agent and temp usage when this list is prepared. The Area Vice President or designate and the Local Chair agree to work together to reduce agent and temp usage, wherever economically feasible.

1.25 The Company will provide the Union with an office space and facilities at the main premises for the exclusive use of authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office.

ARTICLE O3 - GRIEVANCE PROCEDURE (see NFWA – N3)

3.09 The parties agree to notify the Local Chairperson of all settlement payments on a monthly basis.

3.10 These Hourly Employees and Owner Operators, as well as Hourly Employees and Owner Operators who terminate their employment voluntarily, shall have all monies owing them paid no later than the next scheduled pay day so long as all Company property has been returned and decals removed from vehicles as it pertains to Owner Operators. The cost of removing decals will be the responsibility of the company if an Owner operator is retiring with due notice.

ARTICLE O6 – DISCIPLINE (see NFWA – N6)

6.02 (e) The Union Representative will be required to sign, to acknowledge receipt of the discipline. A copy will also be provided to the Unit Chair.

ARTICLE O12 – LEAVES OF ABSENCE (See NFWA – N12)

12.01 A leave of absence for a period of sixty (60) days or less shall not be deemed a loss of seniority.

12.03 Any bargaining unit member who is a member of a military reserve unit who is called to a tour of active duty will have their position held until their return from duty and will not suffer a loss of seniority. Further, upon return to work there shall be no waiting period to re-enter the benefit program.

ARTICLE O15- UNIFORMS (see NFWA – N15)

15.09 All Hourly drivers, Warehousepersons and Owner Operators must provide their own safety boots during the probationary period at their own cost. If the Hourly Employee successfully completes the probationary period, the Company will refund the prorated cost up to established guidelines.

ARTICLE O16 – MEDICAL EXAMINATIONS/RETURN TO WORK (see NFWA – N16)

16.01 The purpose of an early and safe return to work plan is to provide a fair and consistent practice for accommodating Hourly Employees and Owner Operators who have been injured or have become ill, either permanently or temporarily, so as to ensure that their needs are accommodated in a manner that most respects their dignity as an integral part of the Company.

If the Hourly Employee or Owner Operator is capable of performing any modified position that they are medically deemed capable of performing. Wages earned shall be consistent with the position occupied.

It is agreed that all Agreements in place regarding Hourly Employees or Owner Operators with regards to W.S.I.B. or W.I. shall continue to apply.

Accommodating their restrictions may include such things as modification of a position, work station, training, adjustments of the work performed, technical aids, or provide other work that is suitable within the member's restrictions.

The Union understands that each individual shall be addressed on an individual basis and that the situations of other members shall have no bearing.

The Company shall be able to place any Hourly Employee or Owner Operator in any position within the bargaining unit without having to post such position. Understanding that the Hourly Employees or Owner Operators shall not relinquish any rights granted under the C.B.A. if non-unionized work is to be performed.

The Company agrees that all accommodations must take the Hourly Employee's or Owner Operator's current hours of work and time durations into consideration, providing it does not conflict with FAE/FAF.

It is agreed by all parties that this Article shall continually be open to revision when necessary.

The Company must provide work in the Hourly Employee's or Owner Operator's home facility as a priority. Should no work be available at the home facility, then the Company may place the member elsewhere within 100 kilometers of the member's home facility unless agreed otherwise by the Hourly Employee or Owner Operator. For hourly employees only, driving time to and from a facility other than their home facility shall be included in their scheduled hours for work accommodations.

Upon any Hourly Employee or Owner Operator being medically cleared to perform the pre-injury/disability job function, or being cleared for full duties, he/she shall at once be placed into the original position and exact job that he/she had held. Should said position no longer be available due to elimination of the position, the Hourly Employee or Owner Operator may then exercise their bumping rights. Any other displaced individual may also then exercise their bumping rights.

16.03 Medical Examinations:

Any medical examination requested by the Company shall be promptly complied with by the Hourly Employee or Owner Operator, provided however, that the Company shall pay for such examination.

A monthly list from the company shall be given to the union WSIB representative, Unit Chair, and president of the local listing any modified accommodations offered and accepted either temporarily or permanent. As well, a list of any employees that the company cannot accommodate.

Only the name of the individual shall be provided. Further details will require a signed release from the union member.

16.03 (a) Other than a medical for pre-employment or WSIB or a weekly indemnity plan, the Company will pay for medical forms required by insurance companies.

16.08 (a) The Company shall supply the Hourly Employee or Owner Operator with a copy of the medical findings with respect to the Hourly Employee or Owner Operator. Should the Union or the Hourly Employee or Owner Operator disagree with said findings, the Hourly Employee or Owner Operator, at their own expense, shall have the right to be examined by their personal physician.

(b) Where there is no agreement between the Company's physician and the Hourly Employee's or Owner Operator's physician on the condition of the Hourly Employee or Owner Operator, the Company and the Union together shall select a medical consultant to examine the Hourly Employee or Owner Operator with respect to the dispute.

Further, the Company and the Union shall select three (3) individual physicians to be used as outside consultants, and use the same protocols as set forth in Arbiter selection. Also, the Company and the Union shall first meet to determine and agree as to criteria to be used on any assessments required.

(c) The findings of the final consultant shall be final and binding on all parties.

(d) The remunerations of the consultant shall be borne equally by the Company and the Union if such costs are not covered under the Provincial Health Plan.

16.09 Should any Hourly Employee be placed into a modified or accommodated job as a result of medical findings from a work related situation, the following shall apply:

If the Hourly Employee is placed into a classification at a lower rate of pay, the Hourly Employee shall suffer no loss of pay regardless of time duration. Should the Hourly Employee be placed into a higher rated pay classification, then the Hourly Employee shall maintain their current rate of pay. Should the placement be due to a non work-related situation, the individual shall be paid at the classification schedule, but shall not profit from such placement.

Should any Owner Operator be placed into a modified or accommodated job as a result of medical findings from a work-related situation, one of the following shall apply and shall be at the discretion of the Owner Operator:

1) The Owner Operator will maintain route revenue, and the Company will provide route coverage. The Owner Operator will be expected to work eight (8) hours per day.

2) The Owner Operator will forfeit route revenue, the Company will provide route coverage and the Owner Operator shall be placed into a modified position and be paid at the prevailing rate for the classification.

Any Hourly Employee or Owner Operator not placed into a modified or accommodated job will be able to:

(a) Qualify for participation in any of the Hourly Employee's and Owner Operator's benefit

programs to which they are entitled to and are a participating member, or

(b) Qualify for W.S.I.B. if their incapacity results from an on-the-job illness or injury.

16.10 Furthermore, the Company shall advise the Hourly Employee or Owner Operator at least seven (7) days in advance, wherever possible, of such medical examination; the time and date of examination to be mutually agreed upon.

16.11 The Company and the Union will establish the conditions of return to work of incapacitated Hourly Employees and Owner Operators and discuss the conditions of return to work with the injured worker representative of the Union. The Company will meet with the Union injured worker representative on a monthly basis to review and assess all ongoing cases.

When an Owner Operator is to be accommodated due to a non work-related situation the following shall govern. If the recovery date is known for the

accommodation, then the Owner Operator shall be expected to temporarily relinquish their route and route revenue for said period of time and be paid as an Owner Operator but at the prevailing rate for the position which they have been placed into.

16.12 (a) If a job vacancy occurs that an incapacitated Hourly Employee or Owner Operator can perform, based on medical evidence and qualifications, they will be placed on such job without the necessity of a job posting.

(b) A doctor's certification of disability by the Hourly Employee's or Owner Operator's own doctor must be submitted and verified. A second opinion by a mutually agreed upon independent doctor will be obtained if requested by the Company or the Union.

(c) Any Hourly Employee or Owner Operator placed on a job because of a disability will have their status reviewed at least annually jointly by both parties.

(d) The Company will review all the circumstances with the Union before exercising this provision.

(e) Should an Owner Operator become permanently disabled and placed on a permanent modified position within an FAE/FAF, they then shall be expected to relinquish their route and Business Agreement, and transfer to the hourly system with such placement.

(f) An FAE will not be required by the company for any union member on any work related accommodation providing that they have been deemed by WSIB as having a permanent injury unless it is required for new modified work offers.

ARTICLE O24- EXTRA WORK (see NFWA – N24)

Understanding that the local Union recommends that no Union Member works more than sixteen (16) hours in one day or eighty (80) hours in one (1) week.

ARTICLE O25 – BUMPING (see NFWA – N25)

The following situations shall trigger a bump situation:

1. Route or shift cancellation;
2. Facility or branch/depot closures;
3. Article 30.02;

4. Re-routes as per article O-A18;
5. Facility or branch/depot move of greater than 49 kilometers;
6. Layoffs;
7. Permanent change of service area;
8. Permanent change of awarded job;
9. Any displacement;
10. Any change in classifications.
11. Loss of revenue of more than ten percent (%10) as a result of a Company decision

Permanent change is defined as a period of fourteen (14) days or longer. Bumping Protocols:

Displaced bargaining unit members may exercise their seniority bumping rights in the following manner;

1. Within classification within their branch a position with similar shift (within 1/2 hour) starting times.

2. Any junior bargaining unit member within their branch in any classification provided they possess the required skills and qualifications or any junior bargaining unit member at any other branch.

Any displaced individual shall have three (3) business days from the time they are provided with all the necessary information, (to make an informed decision), to inform the company of their desired bump.

MINOR ROUTE CHANGES

A “Route Change” occurs when the Company modifies up to twenty percent (20%) of the total routes in a facility at any given time.

In the event a route change is required to enhance or retain the overall service levels on a specific route or routes, the Company has the onus of demonstrating the need to modify the route(s) in question subject to the Union’s right to grieve same.

The Company and the Union agree to meet and discuss Route Changes at least three (3) weeks prior to any changes or modifications taking effect. At this meeting, the Company shall provide the routing data used by the Company to determine any Route Changes. Overall service levels, on a specific route or routes, shall not take into consideration issues beyond the Owner Operator’s control.

For clarity, a Route Change does not include situations when an Owner Operator is disciplined for service-related issues, which results in the removal of individual stop(s) from the Owner Operator’s route. In such cases, there shall be no right for the Owner Operator to exercise their bumping rights. For further clarity, nothing herein shall be intended by the parties to modify the Company’s right to engage in Route Flexing pursuant to the Collective Agreement.

A. If a Route Change occurs because the Owner Operator(s) cannot service their posted route, then the Owner Operator shall:

    1. If the impact of the Route Change results in a revenue loss of ten percent (10%) or less to the Owner Operator, assume the modified route and the current core

       zone as per the existing Business Agreement in effect at the time of the change but have no right to bump;
       Or
    2. If the impact of the Route Change Results in revenue loss of greater than ten percent (10%), the Owner Operator may:

        a. Accept the route changes with their current core zone rate receive a one- time buyout for loss of revenue. The buyout shall be calculated using the following formula:

(Previous 10 working days Pre Route Income Avg)
- (Previous 10 working days Post Route Income Avg) x 45
= Payout

Or

b. Exercise their seniority and bump to another route in accordance with the collective agreement.

B. If a Route Change occurs while the Owner Operator(s) services the entirety of their posted route, then the Owner Operator shall:

1. Have the first right to refuse any new routes that are created as a result of the Route Change(s), in accordance with their seniority, failing which the new route shall be posted in accordance with the collective agreement;
2. Accept the route changes with their current core zone receive a one-time buyout for loss of revenue. The buyout shall be calculated as the verifiable average revenue loss using the following formula

   (Previous 10 working days Pre Route Income Avg)
   - (Previous 10 working days Post Route Income Avg) x 45
   = Payout

   Or

3. Exercise their seniority and bump to another route in accordance with the collective agreement.

The Company and the Union agree that permanent changes to an Owner Operator's route shall be limited to no more than once per calendar year unless otherwise agreed in writing. It is also understood that the period between U.S. Thanksgiving and the end of the first week of January, each year shall not be used to determine whether consistent service failures exist.

MAJOR REROUTES

A "Major Reroute" occurs when the Company modifies more than twenty percent (20%) of the posted Owner Operator routes in a facility at any given time.

In the event of a Major Reroute, the company and the union agree to meet and discuss the Major Reroute at least three (3) weeks prior to any given changes or modifications taking effect. At this meeting, the Company shall provide full data for the route, shall include:

1. Average Stops*
2. Average Pieces*
3. Average Kilometers*
4. Core Zone
5. Defined Route Boundaries
6. Average Revenue*

*shall not be a guarantee

All new or adjusted routes shall be posted for a period of five (5) days. Notwithstanding anything to the contrary in the collective agreement, only those Owner Operators who are affected by and working at the facility where the Major Reroute occurs shall have the first right to bid on any newly created or adjusted route in order of seniority. If any newly created or adjusted routes remain vacant after all affected Owner Operators have had the opportunity to bid on same, then those routes shall be posted in accordance with the provisions of the collective agreement so that all other bargaining unit members have the opportunity to bid.

Any route that is bid upon and awarded to an owner operator that after two weeks of servicing does not earn on average the estimated earnings for that route and suffers a loss of more than 10% revenue shall be able to exercise their bumping rights as per the CBA. (This is not applicable should route data be inaccurate and be adjusted to reflect this and thus make earnings as estimated.)

If a route is posted as a cube van route is able to be done with an Econoline van this can be accommodated and the route core zone will be reflected to same. Should anyone in this situation not be able to regularly fully service their route and or freight as a result of this they will be given thirty (30) days to upgrade their vehicle with no option to bump.

Any route, which turns out to have incorrect core zone or kilometers, will be adjusted and paid retroactively to the owner operator. Each route will be expected to run for at least two weeks prior to having a route ride in order to verify same. It must also be understood that in the event a core zone was over estimated for a route that the core zone will be corrected moving forward.

Any route that is earning more than $50.00 on average per day than originally estimated shall be reposted for the facility only and be awarded by seniority.

Any owner operator for hourly employee that will not have a position available to them and who chooses not to bump to another facility will receive a full and final severance payments as per article N30.02 of the CBA.

For clarity- Fuel subsidy is paid outside the payment methodology and as such is over and above the guarantee.

Any Owner Operator on a new or modified route shall receive a minimum of five (5) days training on the route or receive a payment of three hundred dollars ($300.00) per day in lieu training; at the owner operator discretion.

As reroutes are, collaboration of many in an attempt to be as accurate as possible, the possibility does exist that a route data may not be able to be exactly as anticipated, or in the case of an hourly route, not be able to be done in the time frame anticipated.

Both parties agree to work closely together to identify issues and concerns as they arise so that route adjustments may be implemented quickly and as needed to help ensure the level of service to our customers that we all strive for.

ARTICLE O27 - SENIORITY

27.01 (a) The purpose of seniority is to provide a policy governing work preferences, layoffs and recalls. Seniority of Hourly Employees and Owner Operators means the duration of continuous service for the Company, since their last hiring or signing of their Business Agreement or combination thereof

(b) There will be one (1) seniority list for all classifications.

27.02 The Company shall post, on the Union bulletin board, an up-to-date seniority list showing names of the Hourly Employees, date of employment, and will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about the 31st of March, the 30th of June, the 30th of September and the 31st of December of each year. The Company on the same list shall show all Owner Operator names, corporate numbers and their original date of hire if ever an Hourly Employee, or their commencement date with a Business Agreement.

27.04 All Hourly Employees and Owner Operators maintain and accumulate seniority in all cases, except:

(a) In the case of voluntary resignation or cancellation of Business Agreement; or

(b) If they are discharged for just and reasonable cause; or

(c) If, as an Hourly Employee, they are absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or

(d) If, as an Hourly Employee, they are laid off for a period exceeding eighteen (18) calendar months; or

(e) If they remain outside the bargaining unit for ninety (90) calendar days or longer.

27.05 All new Hourly Employee hiring's or Business Agreement signing's within the bargaining unit will be date stamped to ascertain seniority. In the case of multiple hires or Business Agreement signings where disputes and/or exact start dates or time cannot be determined, the determination shall be from the payroll number.

27.06 For Hourly Employees and Owner Operators on a medical leave of absence or W.S.I.B., it will be the Hourly Employees' and Owner Operators' responsibility to be aware of any job postings.

ARTICLE O30 - JOB POSTINGS

30.01 (a) When a vacancy occurs for any reason, the Company will post within five (5) days the said vacancy for five (5) working days (Monday to Friday), in order that Hourly Employees and Owner Operators may bid for the vacancy in writing. The Owner Operators and the Hourly Employees will have five (5) days to make their intentions known after being provided the necessary information to make an informed decision. Such notice shall provide information regarding job description, classification, route number if applicable, service area if and scheduled hours, and rates of pay. Selection will be on the basis of the applicant's seniority and qualifications. The senior qualified applicant will be awarded the position within two (2) working days. The Company will place the successful applicant in the position within twenty (20) working days. The successful applicant, who is not placed into the new position within twenty (20) working days shall, if the new position incurs a higher rate of pay and/or more hours, be paid any and all monies they would have earned in the new position.

(b) Any position that changes from part-time to full-time will be re-posted in accordance with Article O30.01 (a).

(c) Only job postings that require work to be performed in the Province of Quebec will be posted as bilingual. A Committee will be struck where both

parties will meet to discuss and determine any positions in the Province of Ontario that will be posted as bilingual.

(d) Any part-time Hourly Employee may bid and successfully hold two (2) part- time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

(e) No part-time shift or posting shall be less than four (4) hours.

(f) Article 10.01(f) may be circumvented by creating a split shift of four (4) hours for one part and less than four (4) hours for the second part, or where a part-time Hourly Employee is in agreement to add a split of less than four (4) hours to their current position.

(g) On the 5th day all postings will be removed at 11:59 PM.

30.02 In the event that an Hourly Employee's scheduled hours have been increased by sixty (60) minutes or more for a period of ten (10) consecutive days, or an individual's job function has changed, or classification has changed, then said position must be re-posted. In the event that an Hourly Employee's scheduled shift is cut by sixty (60) minutes or more, or incurs changes to any scheduled start or finish times of sixty (60) minutes or more, or the job function has changed, the said Hourly Employee has the option of retaining said position or bumping.

In the event of a change in scheduled hours on any position for any reason the individual so effected will be given seven (7) calendar days notice.

During the period between Christmas Day and New Years Day, the Company shall be able to adjust hours by up to two (2) hours per day without triggering a bump situation.

30.03 Eligible Hourly Employees and Owner Operators who apply for posted job vacancies must be notified of the name of the successful bidder, in writing.

30.04 The individual awarded the position shall receive written notification of such award, including a copy of the original job posting. The Local Chair shall also be given copies of this information.

30.05 All driving postings shall, as above, outline service area.

All owner operator postings will list the last four (4) weeks numbers from the previous owner operators numbers. These items shall be:

1. Average stops;
2. Average pieces;
3. Average kilometers;
4. Core zone; and
5. Defined route boundaries.
6. Average route revenue

Items 1, 2, 3, and 6 however shall not be guaranteed.

ARTICLE O31 - SUBSTANCE ABUSE

Substance Abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of Employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. If the selected Institute is not covered under Employer Health Tax (OHIP), the Company will pay the cost of the treatment for Hourly Employees only and refer Owner Operators to appropriate facilities and services as required but shall not pay for same.

ARTICLE O32 – CLASSIFICATIONS - EMPLOYEE AND OWNER OPERATOR

32.01 (a) Regular Full-Time Hourly Employees: Any Hourly Employee regularly scheduled to work forty (40) hours per week and who is available for eight
(8) hours of work on each day of their regularly scheduled work period shall be considered a full-time Hourly Employee and will be paid forty (40) hours at the basic rate established

for their respective classification.

(b) Clerical only: The clerical full-time work week shall be thirty-seven and a half (37.50) hours per week and shall be paid at time and one half after seven and a half (7.50) hours in a day and thirty-seven and a half (37.50) hours in one week.

32.02 Regular Part-Time Hourly Employees: Scheduled Part-Time Hourly Employees shall be guaranteed twenty (20) hours per week and/or four (4) hours per day.

32.03 Part Time Unassigned Employees will not have scheduled hours, will not have a “regular” shift and will not be considered to be on a “regularly scheduled” shift. Part Time Unassigned Employees will not be referred to or considered to be Casual Employees.

Part-Time Unassigned warehouse Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Warehouse

Employees who are absent from work for any reason. Part-time unassigned warehouse Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of four (4) hours when called upon to work in the warehouse.

All other Part-Time Unassigned Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Employees who are absent from work for any reason.

Part-time unassigned Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of four (4) hours when called upon.

Part-time Unassigned Hourly Employees may be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular and part-time Hourly Employees or the creation of Business Agreements for Owner Operators.

Further they shall not be used until all regular part-time Hourly Employees have been utilized.

Part-time unassigned Hourly Employees are covered by all Articles of this Collective Agreement save and except Article O-B10.

Any part-time unassigned Hourly Employee who works an average twenty (20) hours per week for any four (4) weeks a in seven (7) week period shall have the work they have been performing be reclassified as a new vacant part time position and the new part time position shall be posted as per this collective agreement, except as a result of hours worked for coverage in the following areas:

1. Sick leave coverage;
2. Vacation coverage; Leave of absence coverage;
3. Owner Operator route relief;
4. WI and WSIB; and
5. Work during the period from October 1 to December 31.

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, part-time unassigned Hourly Employees will provide the Company with their available dates on a biweekly basis.

Job Classifications

1. Bilingual Brokerage (HVS Analyst)
2. Bilingual Brokerage (LVS Analyst)

3. Bilingual Brokerage Clerical
4. Bilingual Clerical Customer Service
5. Bilingual Clerical Collections
6. Bilingual Customer Counter Specialist
7. Brokerage Clerical
8. Brokerage Specialist
9. Brokerage HVS Analyst
10. Brokerage LVS Analyst
11. Clerical Collections
12. Clerical Customer Service
13. Clerical Customer Service Backline
14. Clerical Customer Service/Data Entry
15. Customer Counter Specialist
16. Customs Compliance Specialist
17. Driver (AZ)
18. Driver (DZ)
19. Driver (G)
20. Forklift Operator
21. Gateway Airside Warehouse
22. Held Inventory Control (HIC)
23. Leadhand Bilingual Clerical Collections
24. Leadhand Bilingual Clerical Customer Service
25. Leadhand Brokerage (BNG)
26. Leadhand Brokerage (HVS)
27. Leadhand Brokerage (LVS)
28. Leadhand Brokerage Clerical
29. Leadhand Clerical Collections
30. Leadhand Customer Service Backline
31. Leadhand Customer Service/Data Entry
32. Leadhand Customs Compliance Specialist
33. Leadhand Driver, Walker
34. Leadhand Forklift Operator
35. Leadhand Gateway Airside Warehouse
36. Leadhand Warehouse
37. Master Load Planner
38. Owner Operator
39. Provincial Unit Chair
40. Relief Driver
41. Sort Control
42. Walker
43. Warehouse
44. Warehouse Sorter

For any job classification listed, omitted or created, seniority shall govern as to choice of specific job or position desired.

The job classifications listed above in no way negate the fact that from time to time the Company shall need to be able to move people around in their general classification group in order to accommodate any staffing shortages or occasional emergency situations, and cross-training requirements.

ARTICLE O33 - WORKING TOGETHER

The Company and the Union agree to the principle of working together to resolve problems relating to any Article or clause of this Agreement. To this end, the parties recognize that with selected problems, the Company and the Union will be required to meet. In these cases, the Local Chairperson of the Local Union will coordinate with the HR Manager to discuss and resolve the situation(s).

It is understood by both parties that the intention of this Article is not to infringe upon the rights of either party, but rather to provide a method of conflict resolution through: (a) the grievance process; and (b) regular monthly labour management meetings.

ARTICLE O34 - PRODUCTIVITY STANDARDS

The Company agrees to advise the Union Local Chair of changes in productivity standards within any classification group or department and will provide the Union the opportunity to submit any concerns it may have with the proposed changes in productivity standards prior to such standards being implemented.

It is understood that the Company continues to maintain its rights in establishing productivity standards.

ARTICLE O35 - ELECTRONIC VIDEO SURVEILLANCE EQUIPMENT

The following notice will be posted in all work places covered by this Collective Agreement:

“Due to the nature of our business and occasional requests from customers, electronic surveillance equipment may be installed from time to time in the workplace.”

The Company will provide video surveillance in all security huts.

It is understood that such equipment will not be installed in areas where Hourly Employees and Owner Operators are entitled to expect privacy, such as washrooms and locker rooms. The Union and the membership shall be notified when the equipment is moved or added.

ARTICLE O36 - SENIORITY LIST

Notwithstanding the provisions of this Collective Agreement, for the purposes of job bidding and reductions in the workforce, there shall be one (1) integrated seniority list to include both Hourly Employees and Owner Operators.

ARTICLE O37 - LETTERS OF UNDERSTANDING

As of the date of ratification, it is hereby agreed that all Letters of Understanding and Agreements not in this ratified Agreement shall be null and void, save and except those relating to the Schedule “A’s” of the Owner Operator Business Agreements.

ARTICLE O39 - VEHICLE SECURITY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;

- Cargo located on loading docks or ramps shall at no time be left unattended.

Failing a loss to the Company or its customers, then the Owner Operator or the Hourly Employee will be subject to progressive discipline. A loss is deemed to be freight of any kind or customer property. For Hourly Employees a loss will also include Company vehicles. Any other loss of Company property will be addressed as outlined as per the C.B.A.

ARTICLE O40 DRIVING REQUIREMENTS

In order to ensure competent, safe driving by all Employees and Owner Operators, DHL Express (Canada), Ltd., (DHL), has established the following criteria for hiring and awarding of all positions which require driving in the performance of duties for DHL Express Canada and its customers.

GENERAL:

All positions requiring driving, (Hourly Drivers, Owner Operators and any other positions which require the Employee to drive), require the following minimum requirements:

1. All positions require a valid driver's license that meets the requirements of the position applied for. (Graduated licenses are not permitted.)

2. Minimum eighteen (18) months licensed after completion of all graduated license requirements.

3. No preventable accidents within past five (5) years.

4. Except for heavy vehicles subject to weight restrictions, no owner operator will be required to obtain a CVOR unless mandated by the Ministry.

5. No more than three (3) outstanding demerit points in past twenty-four (24) months for moving violations on current driver's abstract.

6. No more than one (1) seat belt infraction on current driver's abstract.

7. No positions to be awarded if abstract shows any past driver's license suspension due to impairment or moving violations.

8. No disciplines for safety infractions within past twelve (12) months.

Additional Specific Requirements:

1. Owner Operators are to provide a vehicle that meets Company standards.

2. Heavy equipment positions must hold valid appropriate license with air endorsement.

3. Linehaul positions to have minimum two (2) years highway experience and be verifiable.

4. Western Linehaul requiring trips into mountain regions to have minimum five (5) years mountain experience and be verifiable.

All minimum work experience listed above is full-time minimum work experience.

Any Owner Operator or position which requires driving for DHL may require a written and/or road test at the Company's discretion.

APPENDIX A

The following Articles are Owner Operator specific and are in no way to include Hourly Employees.

ARTICLE O-A1 - INCORPORATION OF OWNER OPERATORS

All newly acquired Owner Operators after the date of May 1st 2006 must be incorporated as a condition of signing the Business Agreement.

The above is not mandatory to hourly employees who become owner operators that were members of the bargaining unit prior to May 1st 2006.

Should the company decide that for those individuals not required to be incorporated that it become mandatory, the cost shall be borne by the company.

This Article in no way is to deprive any Owner Operator or Hourly Employee the rights, benefits or protections that they now or in future are entitled to in this Collective Agreement.

ARTICLE O-A6 – DISCIPLINE

As of the date of ratification the following protocols shall govern with regards to progressive discipline for all Owner Operators:

1. Verbal Warning;
2. Letter of Concern;
3. Level 2 Letter of Concern;
4. Level 3 Letter of Concern;
5. Level 4 Letter of Concern;
6. 30 Day Suspension;
7. Termination.

The above list shall be adhered to and followed in listed order for any and all cases of discipline save and except the following which shall start at the level of discipline so indicated and progress accordingly:

Occurrence	**Discipline**
Theft	Termination
Violence causing bodily injury	Termination
Physical altercation	30 day suspension for aggressor only

Destruction of Company property (non accidental)	Termination
Negligence causing a loss to the Company	Level 3 Letter of Concern
Negligence causing a loss to a customer	30 day suspension
Negligence causing a loss to the Company or a customer and lying about it	Termination
Falsifying documentation relating to proof of delivery and/or payment	Termination

Note: Progressive discipline means the discipline imposed for specific actions and not a cumulative compiling of disciplines, but rather individual situations and progressing accordingly with each circumstance.

Note: A second occurrence causing a loss of a scanner or damage to a scanner shall not have discipline imposed but the Owner Operator shall be responsible to pay the Company the full cost of replacement or repair of said scanner.

Note: The parties agree that the term “loss” shall relate to financial impact on a customer or the Company.

ARTICLE O-A10 - HEALTH & WELFARE

A10.01 Owner Operators shall have the option, at their own cost, to be included in the Company benefit program as detailed below. The Company will deduct the cost of benefits selected from the Owner Operator’s invoice. These benefits include:

- Provincial Medical;
- Major Medical (extended health benefit);
- Dental Plan;
- Vision Care;
- Eye exams (Max $65.00 per year each);
- Life Insurance (Max. one and one-quarter (1.25%) percent of earnings up to a maximum of $50,000);
- Accidental Death and Dismemberment Insurance;
- Optional A. D. & D.

A10.09 The Company will make available to all Owner Operators a group accident insurance plan for those who voluntarily enroll and who continue to pay the required monthly premiums.

A10.10 If an Owner Operator chooses to participate in the above benefits plans, he/she must participate in the plans for a minimum of twenty-four (24) months. Should an Owner Operator terminate participation in the plans, the Owner Operator shall not be eligible to rejoin the plan for a period of twelve (12) months from the date the coverage was terminated.

In this event, life insurance coverage shall be subject to medical evidence of insurability to the insurance carrier.

In the event of a change in status under a spousal benefit plan, the twenty-four (24) month waiting period will be waived. Evidence of prior coverage will be required.

ARTICLE O-A11 – TRAINING

A11.01 From time to time Owner Operators will be required to attend training and/or educational meetings outside their normal work schedule. These hours shall be paid at straight time, at the Hourly Driver rate

A11.02 The cost for Company-approved training and upgrading the skills or qualifications of one replacement Driver per Owner Operator, approved by the Company, to comply with the requirements of the Company, will be borne by the Company. Relief or Replacement Drivers shall be paid at the hourly rate for the classification.

A11.05 The Company will ensure that all Owner Operators are properly trained as to their full responsibilities and duties.

A11.06 When adding to the Owner Operator group and/or when any individual is on what to them is a new Owner Operator route, they shall receive a minimum of five (5) days training on the route for experienced Owner Operators and/or Hourly Drivers, if requested, and a minimum of five (5) days training for new Owner Operators. During training, the trainer will be paid at the prevailing hourly rate, and the new Owner Operator will receive full route revenue. Visa versa if the training Owner Operator's vehicle is used.

ARTICLE O-A12 – OWNER OPERATOR PERSONAL LEAVE

Owner Operators who service a P&D route, and/or a heavy equipment P&D city route, will be entitled to two (2) weeks personal leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues during the leave. The Company will cover the Owner Operator's route by utilizing the second wave

Owner Operators, hourly part-time and part-time unassigned Hourly Employees, and agents where necessary.

The Owner Operators are required to apply in writing to their General Manager by March 31st of each calendar year the selected dates for their personal leave. The selection should also include their second (2nd) and third (3rd) alternative preferred dates for leave. A minimum of two (2) weeks notice must be given when submitting for personal leave.

Owner Operator's leave will be included in the ten percent (10%) hourly rule as per Article O-B29.03 of the C.B.A.

Such leave will be granted by seniority using one seniority list for Owner Operators and Hourly Employees. This means that ten percent (10%) combined Hourly Employees and Owner Operators are allowed off during the same time period.

The Owner Operators must take their personal leave time between December 26th and October 1st for each calendar year. Personal leave must be taken during the prescribed time and cannot be banked and carried over from year to year. Owner Operators who do not book or take personal leave will forfeit their right to personal leave for that calendar year. Owner Operators who do not select or take personal leave time during any calendar year will not be

compensated for any or all unused personal leave time.

Owner Operators may take their personal leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

Owner Operators, while on personal leave, cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining personal leave prior to returning to work.

ARTICLE O-A18 – REROUTES / LOSS OF CUSTOMER

In the event a reroute is required to enhance or retain the overall service levels on a specific route or routes, the following will apply for each affected Owner Operator:

If as a result of a reroute a Driver suffers loss of route revenue in excess of 5% the following will apply:

1. 30 Day buyout (refer to formula) with no bumping privileges, or

2. No buyout and will use seniority to bump.

The onus will be on the Company to prove the need to remove work from the Owner Operator route, subject to the Union's right to grieve in the event of a dispute arising. The Company and the Union agree to meet and discuss the matter prior to any route being changed. The removal of an individual stop from an Owner Operator route as a result of a disciplinary measure for service related issues will not constitute a reroute and as such does not trigger the payout or bump situation.

Pre route Income / day For previous 10 Working days	minus	Post route Income / day For previous 10 Working days	X 30	= Payout

O-A19 – CORE ZONE REVIEWS

Owner Operators may request a route review at any time and these requests will be handled on an expedited basis through the following procedures:

- A Supervisor or Manager must arrange for a route ride-along or follow along within seven (7) working days of the request being received.

- Any agreed-upon adjustments to rates, volume, stops or area will be retroactive to the date of the request for a route review.

- The Company will ensure that a team of senior Management from the Operations Departments is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out requests for route review.

O-A 21 DAILY GUARANTEES/MINIMUMS - SEE NATIONAL N33

ARTICLE O-A27 - EQUIPMENT

A27.01 The Company assumes responsibility for the supply and installation of the decal kit. Where the Company is changing the required colour scheme, the Company assumes the full cost of painting in accordance with the painting price available to the Company at an accredited CAA shop. Based on the above prices the Owner Operator is free to get his/her work done elsewhere, as long as it is done to DHL global standards.

The Owner Operator is responsible for all body work prior to the vehicle being painted.

The Owner Operator is responsible for any cost incurred for removing the decals upon termination, which is a requirement.

A27.02 The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with Owner Operators, whose equipment does not meet the DHL Express (Canada) Ltd. global appearance standards. The Company must first give the Owner Operator no less than seventy-five (75) days written notice to meet appearance standards.

A27.03 The Company will reimburse Owner Operators for expenses related to obtaining C.V.O.R. licenses if required by the Company or the Ministry of Transportation.

A27.04 Placard holders to be installed and paid for by the Company, if required.

A27.05 Where deemed necessary by the Joint Health & Safety Committee, safety equipment will be supplied and paid for by the Company, except as amended by this Collective Agreement.

A27.06 During any rerouting process, the company agrees not to issue any directives requiring Owner-Operators to change or repaint their vehicles. This includes but is not limited to, alterations in vehicle color, branding, or any other aesthetic modifications.

ARTICLE O-A28 - MISCELLANEOUS

A28.01 In the event an Owner Operator's Business Agreement is cancelled for other than breach of contract, and they cannot exercise their seniority, the Owner Operator will receive the thirty (30) day notice in the Business Agreement and receive a buyout of one (1) weeks revenue per year of service with the Company, including time served as an Hourly Employee at the Owner Operator's current earnings.

A28.02 Owner Operators and the Company will be able to negotiate individual rates above or below the minimums. Any such negotiated rates must be agreed to by the Area Director and the Local Chairperson.

A28.03 It is recognized by both parties that from time to time, customer specific rates are required to build the business, and as such in these circumstances the Area Director and the Local Chair of the Union shall meet to negotiate such individual rates together and present the proposal to the affected or new Owner Operator, at which time after satisfying the needs of all affected, the Area Director and Local Chair person shall sign off on said negotiated rates.

A28.05 In the event of a major expenditure for business purposes, the Company will assist all Owner Operators by extending credit to all Owner Operators up to two thousand dollars ($2,000.00).

Repayment within twelve (12) months of having received funds will be agreed to by the Owner Operator and the Company on an interest free basis.

Replacement Drivers:

A28.06 (a) When an Owner Operator must be absent for emergency purposes, it will be the responsibility of the Owner Operator to supply a Relief Driver. If the Company must supply a Driver and a truck, the Company will retain the revenue for the relief period.

(b) Should an Owner Operator be absent from their route due to an illness or family emergency, and not supply a Relief Driver, they must supply a doctor's note or documentation to substantiate the validity of the absence, or corrective action may be taken.

It is also noted that bona fide or substantiated absences shall not be occurrences.

(c) Should an Owner Operator have a vehicle breakdown while coming to work or on duty, and not supply a Relief Driver, they must supply valid documentation to substantiate that the breakdown occurred on the date of their absence. If the repairs take more than one day to complete, the onus will be on the Owner Operator to ensure that the route is covered beyond the first day of the vehicle breakdown. If the above terms are not met, the Owner Operator will be subject to corrective action.

The company where feasible will help the owner operator to acquire rental vehicle and road side assistance if necessary.

The owner operator in order to receive vehicle assistance shall be required to sign and initial in advance where appropriate their business agreement to allow the company to recover this cost from their revenue.

(d) The death of an immediate family member will be considered a bona fide emergency.

(e) The Company will provide a Relief Driver up to a maximum of four (4) occurrences per calendar year. An occurrence will be a maximum of two (2) days and cannot be consecutive or used to add to any other benefits the Owner Operator may have under the terms of this C.B.A. Any doctor's note required by the Company will be paid for by the Company.

A28.07 If an Owner Operator is a member of the Executive or a Steward and is required to be absent for Union business, the Company will cover the route and keep route revenue for the number of days required, if requested.

A28.08 Part-time unassigned Hourly Employees will be available to the Owner Operator. The use of the part-time unassigned Hourly Employee is approved if the part-time unassigned Hourly Employee calls their Supervisor to inform the Supervisor of his intention to take the Owner Operator assignment, and has not already accepted another assignment. If the part-time unassigned Hourly Employee is scheduled to relieve an Owner Operator, the Company will not be able to reschedule the part-time unassigned Hourly Employee.

A28.09 All Owner Operators will have their invoices paid by direct deposit. The payment records will be distributed at the end of day on Thursday every second week. Any shortages in excess of one hundred-fifty dollars ($150.00) will be paid within forty-eight (48) hours of the Company being notified.

A28.11 There will be only one operator per truck except in the case of Linehaul Drivers.

A28.12 Owner Operators must be on their own routes 50% of the time.

A28.13 No Owner Operator can hold more than one (1) route nor can any Owner Operator from the bargaining unit act as an agent or have any other routes or positions with DHL Express (Canada), Ltd.

A28.14 Article O-A28.13 may be exempt in the case of holding a Saturday or Sunday posted and awarded route.

A28.15 All owner operators must inform the company when they learn that their driving privileges are knowingly suspended or revoked for any reason. Failure to do so may result in the termination of their business agreement.

A28.16 In instances where the owner operator is not notified of freight for their route and given first right of refusal on that freight, the owner operator will be paid at the applicable rates as set in their business agreement for each and every instance where any other employee delivers or

picks up work within their route boundaries providing the O/O can make such deliveries and will not affect service to other customers on their route.

ARTICLE O-A29 – CONVERTING BARGAINING UNIT OWNER OPERATOR MEMBERS TO HOURLY EMPLOYEES

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

A29.01 The Company will provide at least ninety (90) days notice of the conversion to the Union and the affected Owner Operator(s).

A29.02 The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.

A29.03 The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to this Collective Agreement or may elect to resign and accept a buy out equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate of pay. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator 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 this Collective Agreement.

A29.04 If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s) or, if the Owner Operator(s) owns their vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under section O-A29.01 above. If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

A29.05 The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits, and cancellation fees, provided such costs were incurred prior to the date of the notice under section O-A29.01.

A29.06 The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of one thousand dollars ($1,000) per Owner Operator.

A29.07 If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary, a loan, subject to the following conditions:

- The Owner Operator must provide satisfactory proof that such loan is required for the above purpose;

- The loan will be to a maximum of twenty thousand dollars ($20,000) for a ¾ ton vehicle, twenty-five thousand dollars ($25,000) for a one ton vehicle, thirty thousand dollars ($30,000) for a five ton vehicle, and thirty-five thousand dollars ($35,000) for a tractor;

- The Owner Operator shall sign a promissory note for the loan;

- The interest rate shall be 2% above the prime rate at the date the promissory note is signed;

- The repayment schedule shall be based on an equal number of monthly installments of five hundred dollars ($500) per month, unless the parties agree otherwise, provided the loan is repaid in full over a twenty-four (24) month period;

- The Owner Operator must have elected to become an hourly rated Employee and must continue to be an Employee of the Company. If their employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

A29.08 If, prior to the notice under section O-A29.01 above, the Owner Operator has incurred indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars ($5,000) subject to the conditions set out in section O-A29.07 above.

A29.09 Any dispute over the application of this Article may be submitted to arbitration in accordance with Article N4 of the National Framework Agreement of this Collective Agreement.

A29.10 It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

ARTICLE O-A30 - WAGES

The parties agree for all classifications of Owner Operators to use the following rate increases applied to…

(Non Heavy Equipment) Core

Zone

Stops

Pieces

Quality Payment

(Heavy Equipment) and (Western and Regional Linehaul)

Jan 1, 2025, five (5%) percent

Jan 1, 2026, three and a half (3.5%) percent

Jan 1, 2027, three and one-quarter (3.25%) percent

Jan 1, 2028, four (4.00%) percent

ARTICLE O-A31 – RELIEF DRIVERS

The parties agree that Hourly Employees who are engaged by an Owner Operator, in accordance with this

Collective Agreement, to act as a Relief Driver, will be subject to the discipline procedure should they fail to act in accordance with the duties and responsibilities of an Owner Operator.

In the event that an Owner Operator engages a Relief Driver from outside the bargaining unit, the Owner Operator assumes all responsibility for the actions of said Relief Driver and shall be disciplined accordingly should the Relief Driver fail to act in accordance with the duties and responsibilities of an Owner Operator.

It is further agreed that no Owner Operator shall be disciplined with greater than a level three letter of concern issued in progressive discipline for the actions of a non bargaining unit Relief Driver.

Should any Owner Operator receive a level three letter of concern for the actions of their Relief Driver, the Relief Driver shall be deemed terminated from being an approved Relief Driver. In the event the relief driver is terminated in conjunction with this article all discipline issued to the owner operator due to the actions of the relief driver shall be removed from the owner operators file.

ARTICLE O-A32 – INDIVIDUAL TERMS

It is hereby understood and agreed that during the period after contract ratification no individual terms more advantageous than provided for in this Agreement will be eroded.

E.g.: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

This does not apply to resigning Agreements after a route change or the elimination of payment for services that are no longer performed.

ARTICLE O-A33 - WSIB PREMIUMS

As of the date of ratification it is hereby agreed that the Company does and continues to pay all WSIB premiums for all Owner Operators, Relief Drivers and approved modified work accommodation runners/helpers.

ARTICLE O-A34 – FUEL REBATE FORMULA

The parties agree from the date of ratification to the following fuel rebate subsidy formula. Said formula to

be applied as follows:

Every other Monday AM your General Manager shall post the previous two week average price per litre for regular unleaded fuel to determine the baseline for the following formula.

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
0.499	0.0000	0.0000
0.509	0.0022	0.0016
0.519	0.0045	0.0033
0.529	0.0068	0.0050
0.539	0.0090	0.0066
0.549	0.0113	0.0083
0.559	0.0135	0.0099

0.569	0.0158	0.0116
0.579	0.0180	0.0132
0.589	0.0203	0.0149
0.599	0.0225	0.0165
0.609	0.0248	0.0182
0.619	0.0270	0.0198
0.629	0.0293	0.0215
0.639	0.0315	0.0231
0.649	0.0338	0.0248
0.659	0.0360	0.0264
0.669	0.0383	0.0281
0.679	0.0405	0.0297

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
0.689	0.0428	0.0314
0.699	0.0450	0.0330
0.709	0.0473	0.0347
0.719	0.0495	0.0363
0.729	0.0518	0.0380
0.739	0.0540	0.0396
0.749	0.0563	0.0413
0.759	0.0585	0.0429
0.769	0.0608	0.0446
0.779	0.0630	0.0462
0.789	0.0653	0.0479
0.799	0.0675	0.0495
0.809	0.0698	0.0512
0.819	0.0720	0.0528
0.829	0.0743	0.0545
0.839	0.0765	0.0561
0.849	0.0788	0.0578

0.859	0.0810	0.0594
0.869	0.0833	0.0611
0.879	0.0855	0.0627
0.889	0.0878	0.0644
0.899	0.0900	0.0660
0.909	0.0923	0.0677
0.919	0.0945	0.0693
0.929	0.0968	0.0710
0.939	0.0990	0.0726
0.949	0.1013	0.0743
0.959	0.1035	0.0759
0.969	0.1058	0.0776

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
0.979	0.1080	0.0792
0.989	0.1103	0.0809
0.999	0.1125	0.0825
1.009	0.1148	0.0842
1.019	0.1170	0.0858
1.029	0.1193	0.0875
1.039	0.1215	0.0891
1.049	0.1238	0.0908
1.059	0.1260	0.0924
1.069	0.1283	0.0941
1.079	0.1305	0.0957
1.089	0.1328	0.0974
1.099	0.1350	0.0990
1.109	0.1373	0.1007
1.119	0.1395	0.1023
1.129	0.1418	0.1040
1.139	0.1440	0.1056

1.149	0.1463	0.1073
1.159	0.1485	0.1089
1.169	0.1508	0.1106
1.179	0.1530	0.1122
1.189	0.1553	0.1139
1.199	0.1575	0.1155
1.209	0.1598	0.1172
1.219	0.1620	0.1188
1.229	0.1643	0.1205
1.239	0.1665	0.1221
1.249	0.1688	0.1238
1.259	0.1710	0.1254

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
1.269	0.1733	0.1271
1.279	0.1755	0.1287
1.289	0.1778	0.1304
1.299	0.1800	0.1320
1.309	0.1823	0.1337
1.319	0.1845	0.1353
1.329	0.1868	0.1370
1.339	0.1890	0.1386
1.349	0.1913	0.1403
1.359	0.1935	0.1419
1.369	0.1958	0.1436
1.379	0.1980	0.1452
1.389	0.2003	0.1469
1.399	0.2025	0.1485
1.409	0.2048	0.1502
1.419	0.2070	0.1518
1.429	0.2093	0.1535
1.439	0.2115	0.1551

1.449	0.2138	0.1568
1.459	0.2160	0.1584
1.469	0.2183	0.1601
1.479	0.2205	0.1617
1.489	0.2228	0.1634
1.499	0.2250	0.1650
1.509	0.2273	0.1667
1.519	0.2295	0.1683
1.529	0.2318	0.1700
1.539	0.2340	0.1716
1.549	0.2363	0.1733

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
1.559	0.2385	0.1749
1.569	0.2408	0.1766
1.579	0.2430	0.1782
1.589	0.2453	0.1799
1.599	0.2475	0.1815
1.609	0.2498	0.1832
1.619	0.2520	0.1848
1.629	0.2543	0.1865
1.639	0.2565	0.1881
1.649	0.2588	0.1898
1.659	0.2610	0.1914
1.669	0.2633	0.1931
1.679	0.2655	0.1947
1.689	0.2678	0.1964
1.699	0.2700	0.1980
1.709	0.2723	0.1997
1.719	0.2745	0.2013
1.729	0.2768	0.2030

1.739	0.2790	0.2046
1.749	0.2813	0.2063
1.759	0.2835	0.2079
1.769	0.2858	0.2096
1.779	0.2880	0.2112
1.789	0.2903	0.2129
1.799	0.2925	0.2145
1.809	0.2948	0.2162
1.819	0.2970	0.2178
1.829	0.2993	0.2195
1.839	0.3015	0.2211

Fuel	**Rebate (A)**	**Rebate (B)**
Cost	**Runs to 200 Km.**	**Runs Over 200 Km.**
1.849	0.3038	0.2228
1.859	0.3060	0.2244
1.869	0.3083	0.2261
1.879	0.3105	0.2277
1.889	0.3128	0.2294
1.899	0.3150	0.2310
1.909	0.3173	0.2327
1.919	0.3195	0.2343
1.929	0.3218	0.2360
1.939	0.3240	0.2376
1.949	0.3263	0.2393
1.959	0.3285	0.2409
1.969	0.3308	0.2426
1.979	0.3330	0.2442
1.989	0.3353	0.2459
1.999	0.3375	0.2475
2.009	0.3398	0.2492
2.019	0.3420	0.2508

2.029	0.3443	0.2525
2.039	0.3465	0.2541
2.049	0.3488	0.2558
2.059	0.3510	0.2574
2.069	0.3533	0.2591
2.079	0.3555	0.2607
2.089	0.3578	0.2624
2.099	0.3600	0.2640

It is agreed that this fuel subsidy extends beyond the above rates shown as per the mathematical formula used.

SCHEDULE "A" – FEES

Name:_____ Route # _____

Except where expressly included, Ontario Owner Operators are not part of the National Payment Methodology under N33. For the period of retroactivity between the expiry of the 2020 - 2024 collective agreement and July 1st 2025 (or the implementation of the new rates), all Ontario Owner Operators, will receive a onetime lump sum payment of five (5%) percent of their invoiced amounts save and except fuel payments.

Effective July 1, 2025 (or the implementation of the new rates) Ontario Owner Operators stop rate, piece rate, core zone rate, quality payment and daily minimum will increase by the following percentages:

Jan 1, 2025, five (5%) percent

Jan 1, 2026, three and a half (3.5%) percent

Jan 1, 2027, three and one-quarter (3.25%) percent

Jan 1, 2028, four (4.00%) percent
Quality payment criteria are defined as per article N34.

Owner Operators will not be penalized for not meeting the above targets if the reason is beyond the Owner Operators control. In these situations the Owner Operator is to bring the issue giving rise to such circumstance to management's attention for determination.

Owner Operators will be expected to make every effort to perform time definite deliveries where such deliveries will not affect service to other customers on their route. If it is determined that the Owner Operator cannot perform said delivery within the service requirements, they will be required to advise the appropriate Manager/Supervisor that alternate arrangements will need to be made for said deliveries.

Owner Operators shall receive the lead hand warehouse top rate for the performance of work that would otherwise be normally performed by the Warehouseperson classification. This shall not apply to any work that is associated with the Owner Operator's route responsibilities. Any revenue generated from warehouse work should not be included in route revenue calculations and should not be used to calculate an owner operator's average revenue.

Owner Operators understand that the Company will ask for special arrangements to avoid losing money on large distributions and, if not successful on negotiating special arrangements on repeat large distributions, the Company will either:

(i) Reroute to another route, or

(ii) Evaluate purging the customer.

All applicable scanable barcodes must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when
the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

Owner Operators must be advised of any invoice changes within forty-eight (48) hours in writing by way of corrected invoice.

DHL shall be entitled to deduct from the fees owing to the Owner Operator at any time, in addition to any amounts DHL may elect to set off and deduct pursuant to this Agreement, the following expenses:

(a) A vehicle rental charge of $ _____ per __ .

(b) Short term vehicle insurance $ _____ per __ .

(c) Vehicle licenses of $ _____ per __ .

(d) Road side assistance $_____ per __ .

All Owner Operators who perform warehouse work on a scheduled Statutory Holiday will be paid a minimum of four (4) hours at the applicable Owner Operator warehouse rate.

All Owner Operators will be paid one and one half times the applicable Owner Operator rates including the quality payment but excluding daily minimum, for all pick-up and delivery work performed on a Statutory Holiday.

For clarity, the one and one half time premium shall not apply to daily minimums. In circumstances where a daily minimum would otherwise apply, the Owner Operator will receive either the daily minimum or the value of the work actually performed, whichever is greater.

Note:

Delete and initial any provisions which do not apply. Acknowledgement of Fee

Schedule:

Owner Operator_____Date_____ DHL Express (Canada),

Ltd._____Date_____ Local Chair___Date___

HEAVY EQUIPMENT CITY FORMULA

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

Stop rate _____ per stop Pin Switches

Waybill Rate_____per waybill Shunts
(up to 100 waybills)

Call Ins _____ Trailer Drops

Subsidy (if applicable) _____

All applicable scannable barcodes must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

For specials listed below, the Owner Operator will be paid at the agreed upon rate:

Customer	Address	To	Rate
1.			
2.			
3.			

The Owner Operator and Heavy Equipment Operator shall receive a minimum of $263.57 effective January 1, 2020, $272.21 effective January 1, 2021, $279.02 effective January 1, 2022, $286.27 effective January 1, 2023, $294.29 effective January 1, 2024 on a daily basis for the performance of the services in respect to Route #_____in the Province of Ontario. The minimum shall align with Owner Operator minimums as described in "Schedule A – Fees."

DHL shall be entitled to deduct from the fees owing to the Owner Operator at any time, in addition to any amounts DHL may elect to set off and deduct pursuant to this Agreement, the following expenses:

(a) A vehicle rental charge of $ _____ per _____.

(b) Short term vehicle insurance $_____per _____.

(c) Vehicle licenses of $_____per _____.

(d) Road side assistance $_____per_____.

Maximum rate per stop, unless negotiated otherwise will be:

(a) The stop rate plus 100 waybills will be the cap for bulk stops for all heavy equipment routes.

(b) The Company reserves the right to establish special rates with the Owner Operators and the Local Chairperson for customers who exceed the volume established by the cap.

Owner Operators to be advised of any invoice changes within forty-eight (48) hours in writing by way of corrected invoice.

Note:

Delete and initial any provisions which do not apply.

Acknowledgement of Fee Schedule:

Owner Operator _____Date _____ DHL Express (Canada), Ltd._____Date_____ Local Chair

_____Date _____

ONTARIO TABLE
CZ Tables

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
0.05	0.134	0.139	0.144	0.15	0.05	0.282	0.292	0.301	0.313	0.05	0.427	0.442	0.456	0.474
0.1	0.265	0.274	0.283	0.294	0.1	0.412	0.426	0.44	0.458	0.1	0.558	0.578	0.597	0.621
0.15	0.389	0.403	0.416	0.433	0.15	0.536	0.555	0.573	0.596	0.15	0.683	0.707	0.73	0.759
0.2	0.509	0.527	0.544	0.566	0.2	0.655	0.678	0.7	0.728	0.2	0.802	0.83	0.857	0.891
0.25	0.626	0.648	0.669	0.696	0.25	0.771	0.798	0.824	0.857	0.25	0.918	0.95	0.981	1.02
0.3	0.737	0.763	0.788	0.82	0.3	0.883	0.914	0.944	0.982	0.3	1.03	1.066	1.101	1.145
0.35	0.844	0.874	0.902	0.938	0.35	0.992	1.027	1.06	1.102	0.35	1.139	1.179	1.217	1.266
0.4	0.949	0.982	1.014	1.055	0.4	1.096	1.134	1.171	1.218	0.4	1.244	1.288	1.33	1.383
0.45	1.052	1.089	1.124	1.169	0.45	1.199	1.241	1.281	1.332	0.45	1.346	1.393	1.438	1.496
0.5	1.151	1.191	1.23	1.279	0.5	1.297	1.342	1.386	1.441	0.5	1.444	1.495	1.544	1.606
0.55	1.246	1.29	1.332	1.385	0.55	1.393	1.442	1.489	1.549	0.55	1.54	1.594	1.646	1.712
0.6	1.341	1.388	1.433	1.49	0.6	1.488	1.54	1.59	1.654	0.6	1.634	1.691	1.746	1.816
0.65	1.432	1.482	1.53	1.591	0.65	1.579	1.634	1.687	1.754	0.65	1.725	1.785	1.843	1.917
0.7	1.52	1.573	1.624	1.689	0.7	1.667	1.725	1.781	1.852	0.7	1.813	1.876	1.937	2.014
0.75	1.608	1.664	1.718	1.787	0.75	1.754	1.815	1.874	1.949	0.75	1.901	1.968	2.032	2.113
0.8	1.692	1.751	1.808	1.88	0.8	1.838	1.902	1.964	2.043	0.8	1.985	2.054	2.121	2.206
0.85	1.773	1.835	1.895	1.971	0.85	1.92	1.987	2.052	2.134	0.85	2.067	2.139	2.209	2.297
0.9	1.855	1.92	1.982	2.061	0.9	2.001	2.071	2.138	2.224	0.9	2.148	2.223	2.295	2.387
0.95	1.933	2.001	2.066	2.149	0.95	2.08	2.153	2.223	2.312	0.95	2.227	2.305	2.38	2.475
1	2.011	2.081	2.149	2.235	1	2.158	2.234	2.307	2.399	1	2.304	2.385	2.463	2.562
1.05	2.087	2.16	2.23	2.319	1.05	2.232	2.31	2.385	2.48	1.05	2.38	2.463	2.543	2.645
1.1	2.161	2.237	2.31	2.402	1.1	2.308	2.389	2.467	2.566	1.1	2.454	2.54	2.623	2.728
1.15	2.232	2.31	2.385	2.48	1.15	2.38	2.463	2.543	2.645	1.15	2.527	2.615	2.7	2.808
1.2	2.304	2.385	2.463	2.562	1.2	2.451	2.537	2.619	2.724	1.2	2.598	2.689	2.776	2.887
1.25	2.374	2.457	2.537	2.638	1.25	2.52	2.608	2.693	2.801	1.25	2.667	2.76	2.85	2.964
1.3	2.442	2.527	2.609	2.713	1.3	2.588	2.679	2.766	2.877	1.3	2.735	2.831	2.923	3.04
1.35	2.51	2.598	2.682	2.789	1.35	2.657	2.75	2.839	2.953	1.35	2.802	2.9	2.994	3.114
1.4	2.576	2.666	2.753	2.863	1.4	2.722	2.817	2.909	3.025	1.4	2.869	2.969	3.065	3.188
1.45	2.64	2.732	2.821	2.934	1.45	2.787	2.885	2.979	3.098	1.45	2.935	3.038	3.137	3.262
1.5	2.704	2.799	2.89	3.006	1.5	2.851	2.951	3.047	3.169	1.5	2.997	3.102	3.203	3.331
1.55	2.767	2.864	2.957	3.075	1.55	2.914	3.016	3.114	3.239	1.55	3.06	3.167	3.27	3.401
1.6	2.828	2.927	3.022	3.143	1.6	2.976	3.08	3.18	3.307	1.6	3.121	3.23	3.335	3.468
1.65	2.89	2.991	3.088	3.212	1.65	3.036	3.142	3.244	3.374	1.65	3.183	3.294	3.401	3.537
1.7	2.948	3.051	3.15	3.276	1.7	3.095	3.203	3.307	3.439	1.7	3.242	3.355	3.464	3.603
1.75	3.006	3.111	3.212	3.34	1.75	3.153	3.263	3.369	3.504	1.75	3.301	3.417	3.528	3.669
1.8	3.065	3.172	3.275	3.406	1.8	3.212	3.324	3.432	3.569	1.8	3.358	3.476	3.589	3.733
1.85	3.123	3.232	3.337	3.47	1.85	3.268	3.382	3.492	3.632	1.85	3.416	3.536	3.651	3.797
1.9	3.178	3.289	3.396	3.532	1.9	3.325	3.441	3.553	3.695	1.9	3.471	3.592	3.709	3.857
1.95	3.233	3.346	3.455	3.593	1.95	3.38	3.498	3.612	3.756	1.95	3.527	3.65	3.769	3.92
2	3.288	3.403	3.514	3.655	2	3.435	3.555	3.671	3.818	2	3.582	3.707	3.827	3.98
2.05	3.342	3.459	3.571	3.714	2.05	3.489	3.611	3.728	3.877	2.05	3.634	3.761	3.883	4.038
2.1	3.395	3.514	3.628	3.773	2.1	3.541	3.665	3.784	3.935	2.1	3.688	3.817	3.941	4.099

Van Econoline					Cube VAN						3 Ton			
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
2.15	3.446	3.567	3.683	3.83	2.15	3.594	3.72	3.841	3.995	2.15	3.741	3.872	3.998	4.158
2.2	3.499	3.621	3.739	3.889	2.2	3.646	3.774	3.897	4.053	2.2	3.792	3.925	4.053	4.215
2.25	3.549	3.673	3.792	3.944	2.25	3.696	3.825	3.949	4.107	2.25	3.843	3.978	4.107	4.271
2.3	3.599	3.725	3.846	4	2.3	3.746	3.877	4.003	4.163	2.3	3.893	4.029	4.16	4.326
2.35	3.65	3.778	3.901	4.057	2.35	3.796	3.929	4.057	4.219	2.35	3.943	4.081	4.214	4.383
2.4	3.698	3.827	3.951	4.109	2.4	3.844	3.979	4.108	4.272	2.4	3.991	4.131	4.265	4.436
2.45	3.746	3.877	4.003	4.163	2.45	3.893	4.029	4.16	4.326	2.45	4.039	4.18	4.316	4.489
2.5	3.794	3.927	4.055	4.217	2.5	3.941	4.079	4.212	4.38	2.5	4.087	4.23	4.367	4.542
2.55	3.842	3.976	4.105	4.269	2.55	3.987	4.127	4.261	4.431	2.55	4.135	4.28	4.419	4.596
2.6	3.888	4.024	4.155	4.321	2.6	4.035	4.176	4.312	4.484	2.6	4.181	4.327	4.468	4.647
2.65	3.934	4.072	4.204	4.372	2.65	4.08	4.223	4.36	4.534	2.65	4.227	4.375	4.517	4.698
2.7	3.98	4.119	4.253	4.423	2.7	4.127	4.271	4.41	4.586	2.7	4.274	4.424	4.568	4.751
2.75	4.025	4.166	4.301	4.473	2.75	4.172	4.318	4.458	4.636	2.75	4.319	4.47	4.615	4.8
2.8	4.069	4.211	4.348	4.522	2.8	4.216	4.364	4.506	4.686	2.8	4.362	4.515	4.662	4.848
2.85	4.113	4.257	4.395	4.571	2.85	4.26	4.409	4.552	4.734	2.85	4.407	4.561	4.709	4.897
2.9	4.156	4.301	4.441	4.619	2.9	4.303	4.454	4.599	4.783	2.9	4.449	4.605	4.755	4.945
2.95	4.2	4.347	4.488	4.668	2.95	4.346	4.498	4.644	4.83	2.95	4.493	4.65	4.801	4.993
3	4.242	4.39	4.533	4.714	3	4.389	4.543	4.691	4.879	3	4.535	4.694	4.847	5.041
3.05	4.284	4.434	4.578	4.761	3.05	4.431	4.586	4.735	4.924	3.05	4.577	4.737	4.891	5.087
3.1	4.327	4.478	4.624	4.809	3.1	4.472	4.629	4.779	4.97	3.1	4.619	4.781	4.936	5.133
3.15	4.367	4.52	4.667	4.854	3.15	4.513	4.671	4.823	5.016	3.15	4.66	4.823	4.98	5.179
3.2	4.408	4.562	4.71	4.898	3.2	4.554	4.713	4.866	5.061	3.2	4.701	4.866	5.024	5.225
3.25	4.448	4.604	4.754	4.944	3.25	4.595	4.756	4.911	5.107	3.25	4.742	4.908	5.068	5.271
3.3	4.489	4.646	4.797	4.989	3.3	4.636	4.798	4.954	5.152	3.3	4.782	4.949	5.11	5.314
3.35	4.529	4.688	4.84	5.034	3.35	4.676	4.84	4.997	5.197	3.35	4.821	4.99	5.152	5.358
3.4	4.568	4.728	4.882	5.077	3.4	4.713	4.878	5.037	5.238	3.4	4.86	5.03	5.193	5.401
3.45	4.605	4.766	4.921	5.118	3.45	4.753	4.919	5.079	5.282	3.45	4.9	5.072	5.237	5.446
3.5	4.645	4.808	4.964	5.163	3.5	4.791	4.959	5.12	5.325	3.5	4.938	5.111	5.277	5.488
3.55	4.683	4.847	5.005	5.205	3.55	4.829	4.998	5.16	5.366	3.55	4.976	5.15	5.317	5.53
3.6	4.72	4.885	5.044	5.246	3.6	4.868	5.038	5.202	5.41	3.6	5.015	5.191	5.36	5.574
3.65	4.759	4.926	5.086	5.289	3.65	4.906	5.078	5.243	5.453	3.65	5.052	5.229	5.399	5.615
3.7	4.795	4.963	5.124	5.329	3.7	4.942	5.115	5.281	5.492	3.7	5.088	5.266	5.437	5.654
3.75	4.832	5.001	5.164	5.371	3.75	4.979	5.153	5.32	5.533	3.75	5.125	5.304	5.476	5.695
3.8	4.869	5.039	5.203	5.411	3.8	5.015	5.191	5.36	5.574	3.8	5.162	5.343	5.517	5.738
3.85	4.905	5.077	5.242	5.452	3.85	5.052	5.229	5.399	5.615	3.85	5.199	5.381	5.556	5.778
3.9	4.941	5.114	5.28	5.491	3.9	5.086	5.264	5.435	5.652	3.9	5.234	5.417	5.593	5.817
3.95	4.976	5.15	5.317	5.53	3.95	5.122	5.301	5.473	5.692	3.95	5.269	5.453	5.63	5.855
4	5.012	5.187	5.356	5.57	4	5.158	5.339	5.513	5.734	4	5.305	5.491	5.669	5.896
4.05	5.046	5.223	5.393	5.609	4.05	5.193	5.375	5.55	5.772	4.05	5.338	5.525	5.705	5.933
4.1	5.081	5.259	5.43	5.647	4.1	5.227	5.41	5.586	5.809	4.1	5.374	5.562	5.743	5.973
4.15	5.116	5.295	5.467	5.686	4.15	5.262	5.446	5.623	5.848	4.15	5.409	5.598	5.78	6.011
4.2	5.149	5.329	5.502	5.722	4.2	5.295	5.48	5.658	5.884	4.2	5.442	5.632	5.815	6.048
4.25	5.182	5.363	5.537	5.758	4.25	5.329	5.516	5.695	5.923	4.25	5.477	5.669	5.853	6.087
4.3	5.216	5.399	5.574	5.797	4.3	5.363	5.551	5.731	5.96	4.3	5.509	5.702	5.887	6.122
4.35	5.249	5.433	5.61	5.834	4.35	5.396	5.585	5.767	5.998	4.35	5.543	5.737	5.923	6.16

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
4.4	5.283	5.468	5.646	5.872	4.4	5.429	5.619	5.802	6.034	4.4	5.576	5.771	5.959	6.197
4.45	5.315	5.501	5.68	5.907	4.45	5.461	5.652	5.836	6.069	4.45	5.608	5.804	5.993	6.233
4.5	5.347	5.534	5.714	5.943	4.5	5.494	5.686	5.871	6.106	4.5	5.642	5.839	6.029	6.27
4.55	5.379	5.567	5.748	5.978	4.55	5.527	5.72	5.906	6.142	4.55	5.672	5.871	6.062	6.304
4.6	5.413	5.602	5.784	6.015	4.6	5.558	5.753	5.94	6.178	4.6	5.705	5.905	6.097	6.341
4.65	5.443	5.634	5.817	6.05	4.65	5.591	5.787	5.975	6.214	4.65	5.736	5.937	6.13	6.375
4.7	5.475	5.667	5.851	6.085	4.7	5.622	5.819	6.008	6.248	4.7	5.768	5.97	6.164	6.411
4.75	5.506	5.699	5.884	6.119	4.75	5.653	5.851	6.041	6.283	4.75	5.799	6.002	6.197	6.445
4.8	5.538	5.732	5.918	6.155	4.8	5.684	5.883	6.074	6.317	4.8	5.831	6.035	6.231	6.48
4.85	5.567	5.762	5.949	6.187	4.85	5.715	5.915	6.107	6.351	4.85	5.862	6.067	6.264	6.515
4.9	5.599	5.795	5.983	6.222	4.9	5.745	5.946	6.139	6.385	4.9	5.892	6.098	6.296	6.548
4.95	5.629	5.826	6.015	6.256	4.95	5.776	5.978	6.172	6.419	4.95	5.922	6.129	6.328	6.581
5	5.658	5.856	6.046	6.288	5	5.805	6.008	6.203	6.451	5	5.951	6.159	6.359	6.613
5.05	5.689	5.888	6.079	6.322	5.05	5.836	6.04	6.236	6.485	5.05	5.982	6.191	6.392	6.648
5.1	5.718	5.918	6.11	6.354	5.1	5.864	6.069	6.266	6.517	5.1	6.011	6.221	6.423	6.68
5.15	5.748	5.949	6.142	6.388	5.15	5.895	6.101	6.299	6.551	5.15	6.042	6.253	6.456	6.714
5.2	5.777	5.979	6.173	6.42	5.2	5.924	6.131	6.33	6.583	5.2	6.07	6.282	6.486	6.745
5.25	5.805	6.008	6.203	6.451	5.25	5.954	6.162	6.362	6.616	5.25	6.101	6.315	6.52	6.781
5.3	5.835	6.039	6.235	6.484	5.3	5.982	6.191	6.392	6.648	5.3	6.129	6.344	6.55	6.812
5.35	5.864	6.069	6.266	6.517	5.35	6.01	6.22	6.422	6.679	5.35	6.157	6.372	6.579	6.842
5.4	5.892	6.098	6.296	6.548	5.4	6.039	6.25	6.453	6.711	5.4	6.186	6.403	6.611	6.875
5.45	5.92	6.127	6.326	6.579	5.45	6.068	6.28	6.484	6.743	5.45	6.215	6.433	6.642	6.908
5.5	5.949	6.157	6.357	6.611	5.5	6.096	6.309	6.514	6.775	5.5	6.242	6.46	6.67	6.937
5.55	5.977	6.186	6.387	6.642	5.55	6.124	6.338	6.544	6.806	5.55	6.271	6.49	6.701	6.969
5.6	6.005	6.215	6.417	6.674	5.6	6.151	6.366	6.573	6.836	5.6	6.298	6.518	6.73	6.999
5.65	6.032	6.243	6.446	6.704	5.65	6.179	6.395	6.603	6.867	5.65	6.325	6.546	6.759	7.029
5.7	6.06	6.272	6.476	6.735	5.7	6.207	6.424	6.633	6.898	5.7	6.354	6.576	6.79	7.062
5.75	6.087	6.3	6.505	6.765	5.75	6.234	6.452	6.662	6.928	5.75	6.381	6.604	6.819	7.092
5.8	6.114	6.328	6.534	6.795	5.8	6.261	6.48	6.691	6.959	5.8	6.407	6.631	6.847	7.121
5.85	6.141	6.356	6.563	6.826	5.85	6.286	6.506	6.717	6.986	5.85	6.434	6.659	6.875	7.15
5.9	6.167	6.383	6.59	6.854	5.9	6.314	6.535	6.747	7.017	5.9	6.462	6.688	6.905	7.181
5.95	6.194	6.411	6.619	6.884	5.95	6.341	6.563	6.776	7.047	5.95	6.487	6.714	6.932	7.209
6	6.22	6.438	6.647	6.913	6	6.367	6.59	6.804	7.076	6	6.514	6.742	6.961	7.239
6.05	6.248	6.467	6.677	6.944	6.05	6.393	6.617	6.832	7.105	6.05	6.54	6.769	6.989	7.269
6.1	6.273	6.493	6.704	6.972	6.1	6.419	6.644	6.86	7.134	6.1	6.566	6.796	7.017	7.298
6.15	6.299	6.519	6.731	7	6.15	6.445	6.671	6.888	7.164	6.15	6.592	6.823	7.045	7.327
6.2	6.325	6.546	6.759	7.029	6.2	6.471	6.697	6.915	7.192	6.2	6.618	6.85	7.073	7.356
6.25	6.35	6.572	6.786	7.057	6.25	6.496	6.723	6.941	7.219	6.25	6.643	6.876	7.099	7.383
6.3	6.376	6.599	6.813	7.086	6.3	6.523	6.751	6.97	7.249	6.3	6.67	6.903	7.127	7.412
6.35	6.401	6.625	6.84	7.114	6.35	6.549	6.778	6.998	7.278	6.35	6.694	6.928	7.153	7.439
6.4	6.426	6.651	6.867	7.142	6.4	6.573	6.803	7.024	7.305	6.4	6.72	6.955	7.181	7.468
6.45	6.451	6.677	6.894	7.17	6.45	6.597	6.828	7.05	7.332	6.45	6.744	6.98	7.207	7.495
6.5	6.476	6.703	6.921	7.198	6.5	6.623	6.855	7.078	7.361	6.5	6.769	7.006	7.234	7.523
6.55	6.501	6.729	6.948	7.226	6.55	6.648	6.881	7.105	7.389	6.55	6.795	7.033	7.262	7.552
6.6	6.526	6.754	6.974	7.253	6.6	6.673	6.907	7.131	7.416	6.6	6.82	7.059	7.288	7.58

Van Econoline				Cube VAN				3 Ton						
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
6.65	6.55	6.779	6.999	7.279	6.65	6.697	6.931	7.156	7.442	6.65	6.844	7.084	7.314	7.607
6.7	6.574	6.804	7.025	7.306	6.7	6.721	6.956	7.182	7.469	6.7	6.867	7.107	7.338	7.632
6.75	6.599	6.83	7.052	7.334	6.75	6.746	6.982	7.209	7.497	6.75	6.892	7.133	7.365	7.66
6.8	6.623	6.855	7.078	7.361	6.8	6.769	7.006	7.234	7.523	6.8	6.916	7.158	7.391	7.687
6.85	6.647	6.88	7.104	7.388	6.85	6.794	7.032	7.261	7.551	6.85	6.939	7.182	7.415	7.712
6.9	6.671	6.904	7.128	7.413	6.9	6.817	7.056	7.285	7.576	6.9	6.964	7.208	7.442	7.74
6.95	6.694	6.928	7.153	7.439	6.95	6.842	7.081	7.311	7.603	6.95	6.987	7.232	7.467	7.766
7	6.717	6.952	7.178	7.465	7	6.865	7.105	7.336	7.629	7	7.012	7.257	7.493	7.793
7.05	6.741	6.977	7.204	7.492	7.05	6.888	7.129	7.361	7.655	7.05	7.035	7.281	7.518	7.819
7.1	6.765	7.002	7.23	7.519	7.1	6.911	7.153	7.385	7.68	7.1	7.058	7.305	7.542	7.844
7.15	6.788	7.026	7.254	7.544	7.15	6.934	7.177	7.41	7.706	7.15	7.081	7.329	7.567	7.87
7.2	6.811	7.049	7.278	7.569	7.2	6.957	7.2	7.434	7.731	7.2	7.104	7.353	7.592	7.896
7.25	6.833	7.072	7.302	7.594	7.25	6.98	7.224	7.459	7.757	7.25	7.127	7.376	7.616	7.921
7.3	6.857	7.097	7.328	7.621	7.3	7.004	7.249	7.485	7.784	7.3	7.151	7.401	7.642	7.948
7.35	6.88	7.121	7.352	7.646	7.35	7.027	7.273	7.509	7.809	7.35	7.173	7.424	7.665	7.972
7.4	6.902	7.144	7.376	7.671	7.4	7.049	7.296	7.533	7.834	7.4	7.196	7.448	7.69	7.998
7.45	6.925	7.167	7.4	7.696	7.45	7.072	7.32	7.558	7.86	7.45	7.218	7.471	7.714	8.023
7.5	6.946	7.189	7.423	7.72	7.5	7.094	7.342	7.581	7.884	7.5	7.241	7.494	7.738	8.048
7.55	6.969	7.213	7.447	7.745	7.55	7.115	7.364	7.603	7.907	7.55	7.262	7.516	7.76	8.07
7.6	6.991	7.236	7.471	7.77	7.6	7.138	7.388	7.628	7.933	7.6	7.284	7.539	7.784	8.095
7.65	7.013	7.258	7.494	7.794	7.65	7.16	7.411	7.652	7.958	7.65	7.307	7.563	7.809	8.121
7.7	7.035	7.281	7.518	7.819	7.7	7.182	7.433	7.675	7.982	7.7	7.329	7.586	7.833	8.146
7.75	7.056	7.303	7.54	7.842	7.75	7.204	7.456	7.698	8.006	7.75	7.351	7.608	7.855	8.169
7.8	7.078	7.326	7.564	7.867	7.8	7.225	7.478	7.721	8.03	7.8	7.372	7.63	7.878	8.193
7.85	7.1	7.349	7.588	7.892	7.85	7.247	7.501	7.745	8.055	7.85	7.393	7.652	7.901	8.217
7.9	7.122	7.371	7.611	7.915	7.9	7.269	7.523	7.767	8.078	7.9	7.415	7.675	7.924	8.241
7.95	7.144	7.394	7.634	7.939	7.95	7.289	7.544	7.789	8.101	7.95	7.436	7.696	7.946	8.264
8	7.164	7.415	7.656	7.962	8	7.311	7.567	7.813	8.126	8	7.458	7.719	7.97	8.289
8.05	7.186	7.438	7.68	7.987	8.05	7.333	7.59	7.837	8.15	8.05	7.479	7.741	7.993	8.313
8.1	7.206	7.458	7.7	8.008	8.1	7.353	7.61	7.857	8.171	8.1	7.5	7.763	8.015	8.336
8.15	7.228	7.481	7.724	8.033	8.15	7.374	7.632	7.88	8.195	8.15	7.521	7.784	8.037	8.358
8.2	7.248	7.502	7.746	8.056	8.2	7.396	7.655	7.904	8.22	8.2	7.543	7.807	8.061	8.383
8.25	7.269	7.523	7.767	8.078	8.25	7.416	7.676	7.925	8.242	8.25	7.563	7.828	8.082	8.405
8.3	7.291	7.546	7.791	8.103	8.3	7.436	7.696	7.946	8.264	8.3	7.584	7.849	8.104	8.428
8.35	7.311	7.567	7.813	8.126	8.35	7.457	7.718	7.969	8.288	8.35	7.604	7.87	8.126	8.451
8.4	7.332	7.589	7.836	8.149	8.4	7.479	7.741	7.993	8.313	8.4	7.625	7.892	8.148	8.474
8.45	7.352	7.609	7.856	8.17	8.45	7.499	7.761	8.013	8.334	8.45	7.645	7.913	8.17	8.497
8.5	7.372	7.63	7.878	8.193	8.5	7.52	7.783	8.036	8.357	8.5	7.665	7.933	8.191	8.519
8.55	7.393	7.652	7.901	8.217	8.55	7.539	7.803	8.057	8.379	8.55	7.686	7.955	8.214	8.543
8.6	7.412	7.671	7.92	8.237	8.6	7.559	7.824	8.078	8.401	8.6	7.706	7.976	8.235	8.564
8.65	7.433	7.693	7.943	8.261	8.65	7.58	7.845	8.1	8.424	8.65	7.727	7.997	8.257	8.587
8.7	7.453	7.714	7.965	8.284	8.7	7.6	7.866	8.122	8.447	8.7	7.746	8.017	8.278	8.609
8.75	7.474	7.736	7.987	8.306	8.75	7.619	7.886	8.142	8.468	8.75	7.766	8.038	8.299	8.631
8.8	7.493	7.755	8.007	8.327	8.8	7.64	7.907	8.164	8.491	8.8	7.786	8.059	8.321	8.654
8.85	7.513	7.776	8.029	8.35	8.85	7.659	7.927	8.185	8.512	8.85	7.806	8.079	8.342	8.676

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 32.50%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
8.9	7.532	7.796	8.049	8.371	8.9	7.679	7.948	8.206	8.534	8.9	7.825	8.099	8.362	8.696
8.95	7.551	7.815	8.069	8.392	8.95	7.699	7.968	8.227	8.556	8.95	7.846	8.121	8.385	8.72
9	7.572	7.837	8.092	8.416	9	7.718	7.988	8.248	8.578	9	7.865	8.14	8.405	8.741
9.05	7.59	7.856	8.111	8.435	9.05	7.737	8.008	8.268	8.599	9.05	7.883	8.159	8.424	8.761
9.1	7.609	7.875	8.131	8.456	9.1	7.756	8.027	8.288	8.62	9.1	7.902	8.179	8.445	8.783
9.15	7.628	7.895	8.152	8.478	9.15	7.776	8.048	8.31	8.642	9.15	7.923	8.2	8.467	8.806
9.2	7.648	7.916	8.173	8.5	9.2	7.795	8.068	8.33	8.663	9.2	7.942	8.22	8.487	8.826
9.25	7.667	7.935	8.193	8.521	9.25	7.814	8.087	8.35	8.684	9.25	7.961	8.24	8.508	8.848
9.3	7.686	7.955	8.214	8.543	9.3	7.833	8.107	8.37	8.705	9.3	7.98	8.259	8.527	8.868
9.35	7.705	7.975	8.234	8.563	9.35	7.852	8.127	8.391	8.727	9.35	7.998	8.278	8.547	8.889
9.4	7.724	7.994	8.254	8.584	9.4	7.871	8.146	8.411	8.747	9.4	8.017	8.298	8.568	8.911
9.45	7.743	8.014	8.274	8.605	9.45	7.889	8.165	8.43	8.767	9.45	8.036	8.317	8.587	8.93
9.5	7.761	8.033	8.294	8.626	9.5	7.908	8.185	8.451	8.789	9.5	8.055	8.337	8.608	8.952
9.55	7.779	8.051	8.313	8.646	9.55	7.928	8.205	8.472	8.811	9.55	8.072	8.355	8.627	8.972
9.6	7.799	8.072	8.334	8.667	9.6	7.944	8.222	8.489	8.829	9.6	8.092	8.375	8.647	8.993
9.65	7.816	8.09	8.353	8.687	9.65	7.964	8.243	8.511	8.851	9.65	8.111	8.395	8.668	9.015
9.7	7.836	8.11	8.374	8.709	9.7	7.981	8.26	8.528	8.869	9.7	8.129	8.414	8.687	9.034
9.75	7.853	8.128	8.392	8.728	9.75	8.001	8.281	8.55	8.892	9.75	8.148	8.433	8.707	9.055
9.8	7.873	8.149	8.414	8.751	9.8	8.018	8.299	8.569	8.912	9.8	8.166	8.452	8.727	9.076
9.85	7.891	8.167	8.432	8.769	9.85	8.038	8.319	8.589	8.933	9.85	8.183	8.469	8.744	9.094
9.9	7.908	8.185	8.451	8.789	9.9	8.055	8.337	8.608	8.952	9.9	8.203	8.49	8.766	9.117
9.95	7.925	8.202	8.469	8.808	9.95	8.072	8.355	8.627	8.972	9.95	8.219	8.507	8.783	9.134
10	7.944	8.222	8.489	8.829	10	8.09	8.373	8.645	8.991	10	8.237	8.525	8.802	9.154
10.05	7.962	8.241	8.509	8.849	10.05	8.109	8.393	8.666	9.013	10.05	8.255	8.544	8.822	9.175
10.1	7.98	8.259	8.527	8.868	10.1	8.127	8.411	8.684	9.031	10.1	8.273	8.563	8.841	9.195
10.15	7.998	8.278	8.547	8.889	10.15	8.145	8.43	8.704	9.052	10.15	8.291	8.581	8.86	9.214
10.2	8.016	8.297	8.567	8.91	10.2	8.163	8.449	8.724	9.073	10.2	8.309	8.6	8.88	9.235
10.25	8.034	8.315	8.585	8.928	10.25	8.181	8.467	8.742	9.092	10.25	8.327	8.618	8.898	9.254
10.3	8.051	8.333	8.604	8.948	10.3	8.196	8.483	8.759	9.109	10.3	8.344	8.636	8.917	9.274
10.35	8.068	8.35	8.621	8.966	10.35	8.214	8.501	8.777	9.128	10.35	8.361	8.654	8.935	9.292
10.4	8.085	8.368	8.64	8.986	10.4	8.232	8.52	8.797	9.149	10.4	8.379	8.672	8.954	9.312
10.45	8.103	8.387	8.66	9.006	10.45	8.25	8.539	8.817	9.17	10.45	8.396	8.69	8.972	9.331
10.5	8.121	8.405	8.678	9.025	10.5	8.268	8.557	8.835	9.188	10.5	8.414	8.708	8.991	9.351
10.55	8.136	8.421	8.695	9.043	10.55	8.283	8.573	8.852	9.206	10.55	8.432	8.727	9.011	9.371
10.6	8.154	8.439	8.713	9.062	10.6	8.301	8.592	8.871	9.226	10.6	8.447	8.743	9.027	9.388
10.65	8.172	8.458	8.733	9.082	10.65	8.318	8.609	8.889	9.245	10.65	8.465	8.761	9.046	9.408
10.7	8.189	8.476	8.751	9.101	10.7	8.336	8.628	8.908	9.264	10.7	8.483	8.78	9.065	9.428
10.75	8.206	8.493	8.769	9.12	10.75	8.352	8.644	8.925	9.282	10.75	8.499	8.796	9.082	9.445
10.8	8.223	8.511	8.788	9.14	10.8	8.37	8.663	8.945	9.303	10.8	8.516	8.814	9.1	9.464
10.85	8.239	8.527	8.804	9.156	10.85	8.386	8.68	8.962	9.32	10.85	8.533	8.832	9.119	9.484
10.9	8.257	8.546	8.824	9.177	10.9	8.402	8.696	8.979	9.338	10.9	8.549	8.848	9.136	9.501
10.95	8.273	8.563	8.841	9.195	10.95	8.42	8.715	8.998	9.358	10.95	8.566	8.866	9.154	9.52
11	8.29	8.58	8.859	9.213	11	8.437	8.732	9.016	9.377	11	8.584	8.884	9.173	9.54
11.05	8.306	8.597	8.876	9.231	11.05	8.453	8.749	9.033	9.394	11.05	8.6	8.901	9.19	9.558
11.1	8.323	8.614	8.894	9.25	11.1	8.469	8.765	9.05	9.412	11.1	8.616	8.918	9.208	9.576

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
11.15	8.34	8.632	8.913	9.27	11.15	8.485	8.782	9.067	9.43	11.15	8.633	8.935	9.225	9.594
11.2	8.356	8.648	8.929	9.286	11.2	8.503	8.801	9.087	9.45	11.2	8.649	8.952	9.243	9.613
11.25	8.373	8.666	8.948	9.306	11.25	8.52	8.818	9.105	9.469	11.25	8.666	8.969	9.26	9.63
11.3	8.388	8.682	8.964	9.323	11.3	8.535	8.834	9.121	9.486	11.3	8.681	8.985	9.277	9.648
11.35	8.405	8.699	8.982	9.341	11.35	8.551	8.85	9.138	9.504	11.35	8.698	9.002	9.295	9.667
11.4	8.421	8.716	8.999	9.359	11.4	8.567	8.867	9.155	9.521	11.4	8.714	9.019	9.312	9.684
11.45	8.438	8.733	9.017	9.378	11.45	8.584	8.884	9.173	9.54	11.45	8.731	9.037	9.331	9.704
11.5	8.453	8.749	9.033	9.394	11.5	8.6	8.901	9.19	9.558	11.5	8.748	9.054	9.348	9.722
11.55	8.469	8.765	9.05	9.412	11.55	8.616	8.918	9.208	9.576	11.55	8.763	9.07	9.365	9.74
11.6	8.485	8.782	9.067	9.43	11.6	8.633	8.935	9.225	9.594	11.6	8.778	9.085	9.38	9.755
11.65	8.502	8.8	9.086	9.449	11.65	8.648	8.951	9.242	9.612	11.65	8.795	9.103	9.399	9.775
11.7	8.517	8.815	9.101	9.465	11.7	8.664	8.967	9.258	9.628	11.7	8.812	9.12	9.416	9.793
11.75	8.533	8.832	9.119	9.484	11.75	8.68	8.984	9.276	9.647	11.75	8.826	9.135	9.432	9.809
11.8	8.549	8.848	9.136	9.501	11.8	8.695	8.999	9.291	9.663	11.8	8.842	9.151	9.448	9.826
11.85	8.565	8.865	9.153	9.519	11.85	8.712	9.017	9.31	9.682	11.85	8.858	9.168	9.466	9.845
11.9	8.581	8.881	9.17	9.537	11.9	8.727	9.032	9.326	9.699	11.9	8.874	9.185	9.484	9.863
11.95	8.596	8.897	9.186	9.553	11.95	8.743	9.049	9.343	9.717	11.95	8.888	9.199	9.498	9.878
12	8.611	8.912	9.202	9.57	12	8.758	9.065	9.36	9.734	12	8.905	9.217	9.517	9.898
12.05	8.627	8.929	9.219	9.588	12.05	8.775	9.082	9.377	9.752	12.05	8.92	9.232	9.532	9.913
12.1	8.643	8.946	9.237	9.606	12.1	8.79	9.098	9.394	9.77	12.1	8.937	9.25	9.551	9.933
12.15	8.658	8.961	9.252	9.622	12.15	8.804	9.112	9.408	9.784	12.15	8.951	9.264	9.565	9.948
12.2	8.674	8.978	9.27	9.641	12.2	8.821	9.13	9.427	9.804	12.2	8.966	9.28	9.582	9.965
12.25	8.689	8.993	9.285	9.656	12.25	8.836	9.145	9.442	9.82	12.25	8.983	9.297	9.599	9.983
12.3	8.703	9.008	9.301	9.673	12.3	8.85	9.16	9.458	9.836	12.3	8.997	9.312	9.615	10
12.35	8.72	9.025	9.318	9.691	12.35	8.865	9.175	9.473	9.852	12.35	9.013	9.328	9.631	10.016
12.4	8.735	9.041	9.335	9.708	12.4	8.881	9.192	9.491	9.871	12.4	9.028	9.344	9.648	10.034
12.45	8.75	9.056	9.35	9.724	12.45	8.896	9.207	9.506	9.886	12.45	9.043	9.36	9.664	10.051
12.5	8.764	9.071	9.366	9.741	12.5	8.912	9.224	9.524	9.905	12.5	9.057	9.374	9.679	10.066
12.55	8.78	9.087	9.382	9.757	12.55	8.927	9.239	9.539	9.921	12.55	9.073	9.391	9.696	10.084
12.6	8.795	9.103	9.399	9.775	12.6	8.942	9.255	9.556	9.938	12.6	9.088	9.406	9.712	10.1
12.65	8.81	9.118	9.414	9.791	12.65	8.957	9.27	9.571	9.954	12.65	9.102	9.421	9.727	10.116
12.7	8.825	9.134	9.431	9.808	12.7	8.972	9.286	9.588	9.972	12.7	9.117	9.436	9.743	10.133
12.75	8.84	9.149	9.446	9.824	12.75	8.986	9.301	9.603	9.987	12.75	9.133	9.453	9.76	10.15
12.8	8.855	9.165	9.463	9.842	12.8	9.001	9.316	9.619	10.004	12.8	9.148	9.468	9.776	10.167
12.85	8.868	9.178	9.476	9.855	12.85	9.015	9.331	9.634	10.019	12.85	9.162	9.483	9.791	10.183
12.9	8.883	9.194	9.493	9.873	12.9	9.03	9.346	9.65	10.036	12.9	9.178	9.499	9.808	10.2
12.95	8.899	9.21	9.509	9.889	12.95	9.046	9.363	9.667	10.054	12.95	9.192	9.514	9.823	10.216
13	8.913	9.225	9.525	9.906	13	9.059	9.376	9.681	10.068	13	9.206	9.528	9.838	10.232
13.05	8.927	9.239	9.539	9.921	13.05	9.074	9.392	9.697	10.085	13.05	9.221	9.544	9.854	10.248
13.1	8.942	9.255	9.556	9.938	13.1	9.089	9.407	9.713	10.102	13.1	9.236	9.559	9.87	10.265
13.15	8.957	9.27	9.571	9.954	13.15	9.102	9.421	9.727	10.116	13.15	9.249	9.573	9.884	10.279
13.2	8.97	9.284	9.586	9.969	13.2	9.117	9.436	9.743	10.133	13.2	9.265	9.589	9.901	10.297
13.25	8.986	9.301	9.603	9.987	13.25	9.133	9.453	9.76	10.15	13.25	9.279	9.604	9.916	10.313
13.3	9.001	9.316	9.619	10.004	13.3	9.147	9.467	9.775	10.166	13.3	9.294	9.619	9.932	10.329
13.35	9.014	9.329	9.632	10.017	13.35	9.161	9.482	9.79	10.182	13.35	9.307	9.633	9.946	10.344

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
13.4	9.029	9.345	9.649	10.035	13.4	9.175	9.496	9.805	10.197	13.4	9.322	9.648	9.962	10.36
13.45	9.043	9.36	9.664	10.051	13.45	9.19	9.512	9.821	10.214	13.45	9.336	9.663	9.977	10.376
13.5	9.056	9.373	9.678	10.065	13.5	9.203	9.525	9.835	10.228	13.5	9.35	9.677	9.992	10.392
13.55	9.071	9.388	9.693	10.081	13.55	9.217	9.54	9.85	10.244	13.55	9.364	9.692	10.007	10.407
13.6	9.085	9.403	9.709	10.097	13.6	9.232	9.555	9.866	10.261	13.6	9.38	9.708	10.024	10.425
13.65	9.098	9.416	9.722	10.111	13.65	9.245	9.569	9.88	10.275	13.65	9.393	9.722	10.038	10.44
13.7	9.114	9.433	9.74	10.13	13.7	9.259	9.583	9.894	10.29	13.7	9.407	9.736	10.052	10.454
13.75	9.128	9.447	9.754	10.144	13.75	9.275	9.6	9.912	10.308	13.75	9.42	9.75	10.067	10.47
13.8	9.141	9.461	9.768	10.159	13.8	9.288	9.613	9.925	10.322	13.8	9.435	9.765	10.082	10.485
13.85	9.154	9.474	9.782	10.173	13.85	9.302	9.628	9.941	10.339	13.85	9.449	9.78	10.098	10.502
13.9	9.17	9.491	9.799	10.191	13.9	9.316	9.642	9.955	10.353	13.9	9.463	9.794	10.112	10.516
13.95	9.183	9.504	9.813	10.206	13.95	9.33	9.657	9.971	10.37	13.95	9.476	9.808	10.127	10.532
14	9.197	9.519	9.828	10.221	14	9.344	9.671	9.985	10.384	14	9.49	9.822	10.141	10.547
14.05	9.211	9.533	9.843	10.237	14.05	9.358	9.686	10.001	10.401	14.05	9.504	9.837	10.157	10.563
14.1	9.224	9.547	9.857	10.251	14.1	9.371	9.699	10.014	10.415	14.1	9.518	9.851	10.171	10.578
14.15	9.238	9.561	9.872	10.267	14.15	9.385	9.713	10.029	10.43	14.15	9.532	9.866	10.187	10.594
14.2	9.252	9.576	9.887	10.282	14.2	9.399	9.728	10.044	10.446	14.2	9.546	9.88	10.201	10.609
14.25	9.265	9.589	9.901	10.297	14.25	9.412	9.741	10.058	10.46	14.25	9.559	9.894	10.216	10.625
14.3	9.279	9.604	9.916	10.313	14.3	9.426	9.756	10.073	10.476	14.3	9.571	9.906	10.228	10.637
14.35	9.293	9.618	9.931	10.328	14.35	9.44	9.77	10.088	10.492	14.35	9.584	9.919	10.241	10.651
14.4	9.305	9.631	9.944	10.342	14.4	9.453	9.784	10.102	10.506	14.4	9.598	9.934	10.257	10.667
14.45	9.319	9.645	9.958	10.356	14.45	9.467	9.798	10.116	10.521	14.45	9.612	9.948	10.271	10.682
14.5	9.332	9.659	9.973	10.372	14.5	9.478	9.81	10.129	10.534	14.5	9.625	9.962	10.286	10.697
14.55	9.345	9.672	9.986	10.385	14.55	9.492	9.824	10.143	10.549	14.55	9.639	9.976	10.3	10.712
14.6	9.359	9.687	10.002	10.402	14.6	9.506	9.839	10.159	10.565	14.6	9.653	9.991	10.316	10.729
14.65	9.372	9.7	10.015	10.416	14.65	9.519	9.852	10.172	10.579	14.65	9.665	10.003	10.328	10.741
14.7	9.386	9.715	10.031	10.432	14.7	9.532	9.866	10.187	10.594	14.7	9.679	10.018	10.344	10.758
14.75	9.4	9.729	10.045	10.447	14.75	9.546	9.88	10.201	10.609	14.75	9.693	10.032	10.358	10.772
14.8	9.412	9.741	10.058	10.46	14.8	9.559	9.894	10.216	10.625	14.8	9.706	10.046	10.372	10.787
14.85	9.426	9.756	10.073	10.476	14.85	9.573	9.908	10.23	10.639	14.85	9.719	10.059	10.386	10.801
14.9	9.437	9.767	10.084	10.487	14.9	9.584	9.919	10.241	10.651	14.9	9.732	10.073	10.4	10.816
14.95	9.451	9.782	10.1	10.504	14.95	9.598	9.934	10.257	10.667	14.95	9.744	10.085	10.413	10.83
15	9.465	9.796	10.114	10.519	15	9.611	9.947	10.27	10.681	15	9.758	10.1	10.428	10.845
15.05	9.477	9.809	10.128	10.533	15.05	9.624	9.961	10.285	10.696	15.05	9.771	10.113	10.442	10.86
15.1	9.491	9.823	10.142	10.548	15.1	9.637	9.974	10.298	10.71	15.1	9.784	10.126	10.455	10.873
15.15	9.504	9.837	10.157	10.563	15.15	9.651	9.989	10.314	10.727	15.15	9.798	10.141	10.471	10.89
15.2	9.517	9.85	10.17	10.577	15.2	9.662	10	10.325	10.738	15.2	9.81	10.153	10.483	10.902
15.25	9.529	9.863	10.184	10.591	15.25	9.676	10.015	10.34	10.754	15.25	9.824	10.168	10.498	10.918
15.3	9.542	9.876	10.197	10.605	15.3	9.688	10.027	10.353	10.767	15.3	9.835	10.179	10.51	10.93
15.35	9.555	9.889	10.21	10.618	15.35	9.702	10.042	10.368	10.783	15.35	9.848	10.193	10.524	10.945
15.4	9.568	9.903	10.225	10.634	15.4	9.715	10.055	10.382	10.797	15.4	9.862	10.207	10.539	10.961
15.45	9.581	9.916	10.238	10.648	15.45	9.728	10.068	10.395	10.811	15.45	9.874	10.22	10.552	10.974
15.5	9.593	9.929	10.252	10.662	15.5	9.74	10.081	10.409	10.825	15.5	9.887	10.233	10.566	10.989
15.55	9.605	9.941	10.264	10.675	15.55	9.752	10.093	10.421	10.838	15.55	9.899	10.245	10.578	11.001
15.6	9.619	9.956	10.28	10.691	15.6	9.765	10.107	10.435	10.852	15.6	9.912	10.259	10.592	11.016

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
15.65	9.632	9.969	10.293	10.705	15.65	9.779	10.121	10.45	10.868	15.65	9.925	10.272	10.606	11.03
15.7	9.643	9.981	10.305	10.717	15.7	9.79	10.133	10.462	10.88	15.7	9.937	10.285	10.619	11.044
15.75	9.656	9.994	10.319	10.732	15.75	9.803	10.146	10.476	10.895	15.75	9.95	10.298	10.633	11.058
15.8	9.669	10.007	10.332	10.745	15.8	9.815	10.159	10.489	10.909	15.8	9.962	10.311	10.646	11.072
15.85	9.682	10.021	10.347	10.761	15.85	9.829	10.173	10.504	10.924	15.85	9.975	10.324	10.66	11.086
15.9	9.694	10.033	10.359	10.773	15.9	9.841	10.185	10.516	10.937	15.9	9.987	10.337	10.673	11.1
15.95	9.706	10.046	10.372	10.787	15.95	9.853	10.198	10.529	10.95	15.95	9.999	10.349	10.685	11.112
16	9.719	10.059	10.386	10.801	16	9.866	10.211	10.543	10.965	16	10.013	10.363	10.7	11.128
16.05	9.73	10.071	10.398	10.814	16.05	9.877	10.223	10.555	10.977	16.05	10.025	10.376	10.713	11.142
16.1	9.743	10.084	10.412	10.828	16.1	9.89	10.236	10.569	10.992	16.1	10.037	10.388	10.726	11.155
16.15	9.756	10.097	10.425	10.842	16.15	9.903	10.25	10.583	11.006	16.15	10.05	10.402	10.74	11.17
16.2	9.767	10.109	10.438	10.856	16.2	9.914	10.261	10.594	11.018	16.2	10.062	10.414	10.752	11.182
16.25	9.78	10.122	10.451	10.869	16.25	9.927	10.274	10.608	11.032	16.25	10.074	10.427	10.766	11.197
16.3	9.792	10.135	10.464	10.883	16.3	9.939	10.287	10.621	11.046	16.3	10.086	10.439	10.778	11.209
16.35	9.804	10.147	10.477	10.896	16.35	9.951	10.299	10.634	11.059	16.35	10.099	10.452	10.792	11.224
16.4	9.816	10.16	10.49	10.91	16.4	9.963	10.312	10.647	11.073	16.4	10.11	10.464	10.804	11.236
16.45	9.829	10.173	10.504	10.924	16.45	9.976	10.325	10.661	11.087	16.45	10.123	10.477	10.818	11.251
16.5	9.841	10.185	10.516	10.937	16.5	9.988	10.338	10.674	11.101	16.5	10.134	10.489	10.83	11.263
16.55	9.853	10.198	10.529	10.95	16.55	10	10.35	10.686	11.113	16.55	10.146	10.501	10.842	11.276
16.6	9.866	10.211	10.543	10.965	16.6	10.012	10.362	10.699	11.127	16.6	10.159	10.515	10.857	11.291
16.65	9.877	10.223	10.555	10.977	16.65	10.023	10.374	10.711	11.139	16.65	10.17	10.526	10.868	11.303
16.7	9.889	10.235	10.568	10.991	16.7	10.036	10.387	10.725	11.154	16.7	10.183	10.539	10.882	11.317
16.75	9.9	10.247	10.58	11.003	16.75	10.049	10.401	10.739	11.169	16.75	10.193	10.55	10.893	11.329
16.8	9.913	10.26	10.593	11.017	16.8	10.06	10.412	10.75	11.18	16.8	10.206	10.563	10.906	11.342
16.85	9.926	10.273	10.607	11.031	16.85	10.072	10.425	10.764	11.195	16.85	10.219	10.577	10.921	11.358
16.9	9.936	10.284	10.618	11.043	16.9	10.083	10.436	10.775	11.206	16.9	10.23	10.588	10.932	11.369
16.95	9.949	10.297	10.632	11.057	16.95	10.096	10.449	10.789	11.221	16.95	10.242	10.6	10.945	11.383
17	9.961	10.31	10.645	11.071	17	10.106	10.46	10.8	11.232	17	10.253	10.612	10.957	11.395
17.05	9.972	10.321	10.656	11.082	17.05	10.119	10.473	10.813	11.246	17.05	10.266	10.625	10.97	11.409
17.1	9.984	10.333	10.669	11.096	17.1	10.131	10.486	10.827	11.26	17.1	10.277	10.637	10.983	11.422
17.15	9.996	10.346	10.682	11.109	17.15	10.142	10.497	10.838	11.272	17.15	10.289	10.649	10.995	11.435
17.2	10.008	10.358	10.695	11.123	17.2	10.155	10.51	10.852	11.286	17.2	10.302	10.663	11.01	11.45
17.25	10.019	10.37	10.707	11.135	17.25	10.165	10.521	10.863	11.298	17.25	10.312	10.673	11.02	11.461
17.3	10.031	10.382	10.719	11.148	17.3	10.178	10.534	10.876	11.311	17.3	10.325	10.686	11.033	11.474
17.35	10.042	10.393	10.731	11.16	17.35	10.188	10.545	10.888	11.324	17.35	10.335	10.697	11.045	11.487
17.4	10.054	10.406	10.744	11.174	17.4	10.201	10.558	10.901	11.337	17.4	10.348	10.71	11.058	11.5
17.45	10.065	10.417	10.756	11.186	17.45	10.211	10.568	10.911	11.347	17.45	10.358	10.721	11.069	11.512
17.5	10.077	10.43	10.769	11.2	17.5	10.224	10.582	10.926	11.363	17.5	10.371	10.734	11.083	11.526
17.55	10.088	10.441	10.78	11.211	17.55	10.234	10.592	10.936	11.373	17.55	10.381	10.744	11.093	11.537
17.6	10.1	10.454	10.794	11.226	17.6	10.247	10.606	10.951	11.389	17.6	10.394	10.758	11.108	11.552
17.65	10.113	10.467	10.807	11.239	17.65	10.257	10.616	10.961	11.399	17.65	10.404	10.768	11.118	11.563
17.7	10.123	10.477	10.818	11.251	17.7	10.27	10.629	10.974	11.413	17.7	10.416	10.781	11.131	11.576
17.75	10.134	10.489	10.83	11.263	17.75	10.281	10.641	10.987	11.426	17.75	10.429	10.794	11.145	11.591
17.8	10.146	10.501	10.842	11.276	17.8	10.292	10.652	10.998	11.438	17.8	10.439	10.804	11.155	11.601
17.85	10.157	10.512	10.854	11.288	17.85	10.304	10.665	11.012	11.452	17.85	10.45	10.816	11.168	11.615
17.9	10.168	10.524	10.866	11.301	17.9	10.315	10.676	11.023	11.464	17.9	10.462	10.828	11.18	11.627

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
17.95	10.18	10.536	10.878	11.313	17.95	10.326	10.687	11.034	11.475	17.95	10.473	10.84	11.192	11.64
18	10.191	10.548	10.891	11.327	18	10.338	10.7	11.048	11.49	18	10.484	10.851	11.204	11.652
18.05	10.202	10.559	10.902	11.338	18.05	10.349	10.711	11.059	11.501	18.05	10.496	10.863	11.216	11.665
18.1	10.213	10.57	10.914	11.351	18.1	10.36	10.723	11.071	11.514	18.1	10.507	10.875	11.228	11.677
18.15	10.225	10.583	10.927	11.364	18.15	10.371	10.734	11.083	11.526	18.15	10.518	10.886	11.24	11.69
18.2	10.236	10.594	10.938	11.376	18.2	10.383	10.746	11.095	11.539	18.2	10.529	10.898	11.252	11.702
18.25	10.247	10.606	10.951	11.389	18.25	10.394	10.758	11.108	11.552	18.25	10.54	10.909	11.264	11.715
18.3	10.257	10.616	10.961	11.399	18.3	10.404	10.768	11.118	11.563	18.3	10.553	10.922	11.277	11.728
18.35	10.269	10.628	10.973	11.412	18.35	10.416	10.781	11.131	11.576	18.35	10.563	10.933	11.288	11.74
18.4	10.28	10.64	10.986	11.425	18.4	10.425	10.79	11.141	11.587	18.4	10.572	10.942	11.298	11.75
18.45	10.289	10.649	10.995	11.435	18.45	10.436	10.801	11.152	11.598	18.45	10.583	10.953	11.309	11.761
18.5	10.301	10.662	11.009	11.449	18.5	10.445	10.811	11.162	11.608	18.5	10.593	10.964	11.32	11.773
18.55	10.31	10.671	11.018	11.459	18.55	10.457	10.823	11.175	11.622	18.55	10.603	10.974	11.331	11.784
18.6	10.319	10.68	11.027	11.468	18.6	10.466	10.832	11.184	11.631	18.6	10.613	10.984	11.341	11.795
18.65	10.329	10.691	11.038	11.48	18.65	10.476	10.843	11.195	11.643	18.65	10.623	10.995	11.352	11.806
18.7	10.339	10.701	11.049	11.491	18.7	10.485	10.852	11.205	11.653	18.7	10.632	11.004	11.362	11.816
18.75	10.349	10.711	11.059	11.501	18.75	10.495	10.862	11.215	11.664	18.75	10.642	11.014	11.372	11.827
18.8	10.358	10.721	11.069	11.512	18.8	10.505	10.873	11.226	11.675	18.8	10.651	11.024	11.382	11.837
18.85	10.368	10.731	11.08	11.523	18.85	10.516	10.884	11.238	11.688	18.85	10.661	11.034	11.393	11.849
18.9	10.378	10.741	11.09	11.534	18.9	10.525	10.893	11.247	11.697	18.9	10.67	11.043	11.402	11.858
18.95	10.388	10.752	11.101	11.545	18.95	10.535	10.904	11.258	11.708	18.95	10.681	11.055	11.414	11.871
19	10.397	10.761	11.111	11.555	19	10.543	10.912	11.267	11.718	19	10.69	11.064	11.424	11.881
19.05	10.407	10.771	11.121	11.566	19.05	10.553	10.922	11.277	11.728	19.05	10.7	11.075	11.435	11.892
19.1	10.415	10.78	11.13	11.575	19.1	10.562	10.932	11.287	11.738	19.1	10.709	11.084	11.444	11.902
19.15	10.424	10.789	11.14	11.586	19.15	10.571	10.941	11.297	11.749	19.15	10.718	11.093	11.454	11.912
19.2	10.434	10.799	11.15	11.596	19.2	10.581	10.951	11.307	11.759	19.2	10.727	11.102	11.463	11.922
19.25	10.443	10.809	11.16	11.606	19.25	10.589	10.96	11.316	11.769	19.25	10.736	11.112	11.473	11.932
19.3	10.452	10.818	11.17	11.617	19.3	10.599	10.97	11.327	11.78	19.3	10.746	11.122	11.483	11.942
19.35	10.461	10.827	11.179	11.626	19.35	10.607	10.978	11.335	11.788	19.35	10.754	11.13	11.492	11.952
19.4	10.469	10.835	11.187	11.634	19.4	10.617	10.989	11.346	11.8	19.4	10.764	11.141	11.503	11.963
19.45	10.479	10.846	11.198	11.646	19.45	10.624	10.996	11.353	11.807	19.45	10.771	11.148	11.51	11.97
19.5	10.486	10.853	11.206	11.654	19.5	10.633	11.005	11.363	11.818	19.5	10.781	11.158	11.521	11.982
19.55	10.496	10.863	11.216	11.665	19.55	10.642	11.014	11.372	11.827	19.55	10.789	11.167	11.53	11.991
19.6	10.504	10.872	11.225	11.674	19.6	10.651	11.024	11.382	11.837	19.6	10.797	11.175	11.538	12
19.65	10.513	10.881	11.235	11.684	19.65	10.66	11.033	11.392	11.848	19.65	10.807	11.185	11.549	12.011
19.7	10.521	10.889	11.243	11.693	19.7	10.668	11.041	11.4	11.856	19.7	10.815	11.194	11.558	12.02
19.75	10.53	10.899	11.253	11.703	19.75	10.676	11.05	11.409	11.865	19.75	10.823	11.202	11.566	12.029
19.8	10.539	10.908	11.263	11.714	19.8	10.684	11.058	11.417	11.874	19.8	10.832	11.211	11.575	12.038
19.85	10.546	10.915	11.27	11.721	19.85	10.694	11.068	11.428	11.885	19.85	10.839	11.218	11.583	12.046
19.9	10.555	10.924	11.279	11.73	19.9	10.702	11.077	11.437	11.894	19.9	10.848	11.228	11.593	12.057
19.95	10.563	10.933	11.288	11.74	19.95	10.71	11.085	11.445	11.903	19.95	10.856	11.236	11.601	12.065
20	10.571	10.941	11.297	11.749	20	10.718	11.093	11.454	11.912	20	10.864	11.244	11.609	12.073
20.05	10.58	10.95	11.306	11.758	20.05	10.727	11.102	11.463	11.922	20.05	10.872	11.253	11.619	12.084
20.1	10.587	10.958	11.314	11.767	20.1	10.734	11.11	11.471	11.93	20.1	10.88	11.261	11.627	12.092
20.15	10.596	10.967	11.323	11.776	20.15	10.742	11.118	11.479	11.938	20.15	10.889	11.27	11.636	12.101

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
20.2	10.604	10.975	11.332	11.785	20.2	10.75	11.126	11.488	11.948	20.2	10.897	11.278	11.645	12.111
20.25	10.61	10.981	11.338	11.792	20.25	10.758	11.135	11.497	11.957	20.25	10.905	11.287	11.654	12.12
20.3	10.619	10.991	11.348	11.802	20.3	10.766	11.143	11.505	11.965	20.3	10.913	11.295	11.662	12.128
20.35	10.627	10.999	11.356	11.81	20.35	10.774	11.151	11.513	11.974	20.35	10.92	11.302	11.669	12.136
20.4	10.635	11.007	11.365	11.82	20.4	10.781	11.158	11.521	11.982	20.4	10.928	11.31	11.678	12.145
20.45	10.642	11.014	11.372	11.827	20.45	10.789	11.167	11.53	11.991	20.45	10.936	11.319	11.687	12.154
20.5	10.65	11.023	11.381	11.836	20.5	10.796	11.174	11.537	11.998	20.5	10.943	11.326	11.694	12.162
20.55	10.658	11.031	11.39	11.846	20.55	10.805	11.183	11.546	12.008	20.55	10.952	11.335	11.703	12.171
20.6	10.665	11.038	11.397	11.853	20.6	10.811	11.189	11.553	12.015	20.6	10.958	11.342	11.711	12.179
20.65	10.672	11.046	11.405	11.861	20.65	10.819	11.198	11.562	12.024	20.65	10.966	11.35	11.719	12.188
20.7	10.681	11.055	11.414	11.871	20.7	10.826	11.205	11.569	12.032	20.7	10.974	11.358	11.727	12.196
20.75	10.687	11.061	11.42	11.877	20.75	10.834	11.213	11.577	12.04	20.75	10.98	11.364	11.733	12.202
20.8	10.694	11.068	11.428	11.885	20.8	10.841	11.22	11.585	12.048	20.8	10.988	11.373	11.743	12.213
20.85	10.702	11.077	11.437	11.894	20.85	10.848	11.228	11.593	12.057	20.85	10.995	11.38	11.75	12.22
20.9	10.709	11.084	11.444	11.902	20.9	10.856	11.236	11.601	12.065	20.9	11.002	11.387	11.757	12.227
20.95	10.715	11.09	11.45	11.908	20.95	10.862	11.242	11.607	12.071	20.95	11.01	11.395	11.765	12.236
21	10.724	11.099	11.46	11.918	21	10.87	11.25	11.616	12.081	21	11.017	11.403	11.774	12.245
21.05	10.731	11.107	11.468	11.927	21.05	10.876	11.257	11.623	12.088	21.05	11.024	11.41	11.781	12.252
21.1	10.737	11.113	11.474	11.933	21.1	10.884	11.265	11.631	12.096	21.1	11.03	11.416	11.787	12.258
21.15	10.745	11.121	11.482	11.941	21.15	10.892	11.273	11.639	12.105	21.15	11.037	11.423	11.794	12.266
21.2	10.751	11.127	11.489	11.949	21.2	10.898	11.279	11.646	12.112	21.2	11.044	11.431	11.803	12.275
21.25	10.758	11.135	11.497	11.957	21.25	10.905	11.287	11.654	12.12	21.25	11.05	11.437	11.809	12.281
21.3	10.765	11.142	11.504	11.964	21.3	10.912	11.294	11.661	12.127	21.3	11.058	11.445	11.817	12.29
21.35	10.771	11.148	11.51	11.97	21.35	10.919	11.301	11.668	12.135	21.35	11.064	11.451	11.823	12.296
21.4	10.778	11.155	11.518	11.979	21.4	10.925	11.307	11.674	12.141	21.4	11.071	11.458	11.83	12.303
21.45	10.785	11.162	11.525	11.986	21.45	10.933	11.316	11.684	12.151	21.45	11.078	11.466	11.839	12.313
21.5	10.792	11.17	11.533	11.994	21.5	10.938	11.321	11.689	12.157	21.5	11.085	11.473	11.846	12.32
21.55	10.798	11.176	11.539	12.001	21.55	10.944	11.327	11.695	12.163	21.55	11.091	11.479	11.852	12.326
21.6	10.805	11.183	11.546	12.008	21.6	10.952	11.335	11.703	12.171	21.6	11.099	11.487	11.86	12.334
21.65	10.811	11.189	11.553	12.015	21.65	10.958	11.342	11.711	12.179	21.65	11.105	11.494	11.868	12.343
21.7	10.818	11.197	11.561	12.023	21.7	10.965	11.349	11.718	12.187	21.7	11.111	11.5	11.874	12.349
21.75	10.824	11.203	11.567	12.03	21.75	10.97	11.354	11.723	12.192	21.75	11.117	11.506	11.88	12.355
21.8	10.83	11.209	11.573	12.036	21.8	10.977	11.361	11.73	12.199	21.8	11.125	11.514	11.888	12.364
21.85	10.837	11.216	11.581	12.044	21.85	10.984	11.368	11.737	12.206	21.85	11.13	11.52	11.894	12.37
21.9	10.842	11.221	11.586	12.049	21.9	10.989	11.374	11.744	12.214	21.9	11.136	11.526	11.901	12.377
21.95	10.849	11.229	11.594	12.058	21.95	10.997	11.382	11.752	12.222	21.95	11.142	11.532	11.907	12.383
22	10.856	11.236	11.601	12.065	22	11.002	11.387	11.757	12.227	22	11.149	11.539	11.914	12.391
22.05	10.861	11.241	11.606	12.07	22.05	11.008	11.393	11.763	12.234	22.05	11.154	11.544	11.919	12.396
22.1	10.869	11.249	11.615	12.08	22.1	11.013	11.398	11.768	12.239	22.1	11.162	11.553	11.928	12.405
22.15	10.874	11.255	11.621	12.086	22.15	11.021	11.407	11.778	12.249	22.15	11.167	11.558	11.934	12.411
22.2	10.879	11.26	11.626	12.091	22.2	11.026	11.412	11.783	12.254	22.2	11.173	11.564	11.94	12.418
22.25	10.885	11.266	11.632	12.097	22.25	11.031	11.417	11.788	12.26	22.25	11.178	11.569	11.945	12.423
22.3	10.892	11.273	11.639	12.105	22.3	11.039	11.425	11.796	12.268	22.3	11.185	11.576	11.952	12.43
22.35	10.897	11.278	11.645	12.111	22.35	11.044	11.431	11.803	12.275	22.35	11.191	11.583	11.959	12.437
22.4	10.903	11.285	11.652	12.118	22.4	11.049	11.436	11.808	12.28	22.4	11.196	11.588	11.965	12.444

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
22.45	10.91	11.292	11.659	12.125	22.45	11.057	11.444	11.816	12.289	22.45	11.201	11.593	11.97	12.449
22.5	10.915	11.297	11.664	12.131	22.5	11.062	11.449	11.821	12.294	22.5	11.209	11.601	11.978	12.457
22.55	10.92	11.302	11.669	12.136	22.55	11.067	11.454	11.826	12.299	22.55	11.214	11.606	11.983	12.462
22.6	10.926	11.308	11.676	12.143	22.6	11.072	11.46	11.832	12.305	22.6	11.219	11.612	11.989	12.469
22.65	10.933	11.316	11.684	12.151	22.65	11.078	11.466	11.839	12.313	22.65	11.226	11.619	11.997	12.477
22.7	10.938	11.321	11.689	12.157	22.7	11.084	11.472	11.845	12.319	22.7	11.231	11.624	12.002	12.482
22.75	10.943	11.326	11.694	12.162	22.75	11.09	11.478	11.851	12.325	22.75	11.236	11.629	12.007	12.487
22.8	10.948	11.331	11.699	12.167	22.8	11.095	11.483	11.856	12.33	22.8	11.241	11.634	12.012	12.492
22.85	10.954	11.337	11.705	12.173	22.85	11.101	11.49	11.863	12.338	22.85	11.247	11.641	12.019	12.5
22.9	10.96	11.344	11.713	12.182	22.9	11.107	11.496	11.87	12.345	22.9	11.252	11.646	12.024	12.505
22.95	10.965	11.349	11.718	12.187	22.95	11.112	11.501	11.875	12.35	22.95	11.258	11.652	12.031	12.512
23	10.97	11.354	11.723	12.192	23	11.117	11.506	11.88	12.355	23	11.263	11.657	12.036	12.517
23.05	10.976	11.36	11.729	12.198	23.05	11.122	11.511	11.885	12.36	23.05	11.269	11.663	12.042	12.524
23.1	10.981	11.365	11.734	12.203	23.1	11.127	11.516	11.89	12.366	23.1	11.274	11.669	12.048	12.53
23.15	10.986	11.371	11.741	12.211	23.15	11.132	11.522	11.896	12.372	23.15	11.279	11.674	12.053	12.535
23.2	10.99	11.375	11.745	12.215	23.2	11.137	11.527	11.902	12.378	23.2	11.285	11.68	12.06	12.542
23.25	10.997	11.382	11.752	12.222	23.25	11.144	11.534	11.909	12.385	23.25	11.291	11.686	12.066	12.549
23.3	11.002	11.387	11.757	12.227	23.3	11.149	11.539	11.914	12.391	23.3	11.295	11.69	12.07	12.553
23.35	11.007	11.392	11.762	12.232	23.35	11.153	11.543	11.918	12.395	23.35	11.3	11.696	12.076	12.559
23.4	11.011	11.396	11.766	12.237	23.4	11.158	11.549	11.924	12.401	23.4	11.305	11.701	12.081	12.564
23.45	11.017	11.403	11.774	12.245	23.45	11.164	11.555	11.931	12.408	23.45	11.311	11.707	12.087	12.57
23.5	11.022	11.408	11.779	12.25	23.5	11.169	11.56	11.936	12.413	23.5	11.315	11.711	12.092	12.576
23.55	11.026	11.412	11.783	12.254	23.55	11.173	11.564	11.94	12.418	23.55	11.32	11.716	12.097	12.581
23.6	11.031	11.417	11.788	12.26	23.6	11.178	11.569	11.945	12.423	23.6	11.324	11.72	12.101	12.585
23.65	11.037	11.423	11.794	12.266	23.65	11.183	11.574	11.95	12.428	23.65	11.33	11.727	12.108	12.592
23.7	11.041	11.427	11.798	12.27	23.7	11.188	11.58	11.956	12.434	23.7	11.336	11.733	12.114	12.599
23.75	11.047	11.434	11.806	12.278	23.75	11.194	11.586	11.963	12.442	23.75	11.34	11.737	12.118	12.603
23.8	11.05	11.437	11.809	12.281	23.8	11.198	11.59	11.967	12.446	23.8	11.345	11.742	12.124	12.609
23.85	11.057	11.444	11.816	12.289	23.85	11.204	11.596	11.973	12.452	23.85	11.349	11.746	12.128	12.613
23.9	11.061	11.448	11.82	12.293	23.9	11.208	11.6	11.977	12.456	23.9	11.355	11.752	12.134	12.619
23.95	11.066	11.453	11.825	12.298	23.95	11.212	11.604	11.981	12.46	23.95	11.359	11.757	12.139	12.625
24	11.07	11.457	11.829	12.302	24	11.217	11.61	11.987	12.466	24	11.364	11.762	12.144	12.63
24.05	11.075	11.463	11.836	12.309	24.05	11.221	11.614	11.991	12.471	24.05	11.368	11.766	12.148	12.634
24.1	11.08	11.468	11.841	12.315	24.1	11.227	11.62	11.998	12.478	24.1	11.373	11.771	12.154	12.64
24.15	11.084	11.472	11.845	12.319	24.15	11.231	11.624	12.002	12.482	24.15	11.378	11.776	12.159	12.645
24.2	11.089	11.477	11.85	12.324	24.2	11.235	11.628	12.006	12.486	24.2	11.382	11.78	12.163	12.65
24.25	11.093	11.481	11.854	12.328	24.25	11.24	11.633	12.011	12.491	24.25	11.386	11.785	12.168	12.655
24.3	11.097	11.485	11.858	12.332	24.3	11.244	11.638	12.016	12.497	24.3	11.391	11.79	12.173	12.66
24.35	11.103	11.492	11.865	12.34	24.35	11.249	11.643	12.021	12.502	24.35	11.396	11.795	12.178	12.665
24.4	11.107	11.496	11.87	12.345	24.4	11.252	11.646	12.024	12.505	24.4	11.4	11.799	12.182	12.669
24.45	11.111	11.5	11.874	12.349	24.45	11.258	11.652	12.031	12.512	24.45	11.403	11.802	12.186	12.673
24.5	11.114	11.503	11.877	12.352	24.5	11.262	11.656	12.035	12.516	24.5	11.409	11.808	12.192	12.68
24.55	11.118	11.507	11.881	12.356	24.55	11.265	11.659	12.038	12.52	24.55	11.414	11.813	12.197	12.685
24.6	11.125	11.514	11.888	12.364	24.6	11.27	11.664	12.043	12.525	24.6	11.417	11.817	12.201	12.689
24.65	11.128	11.517	11.891	12.367	24.65	11.274	11.669	12.048	12.53	24.65	11.421	11.821	12.205	12.693

Van Econoline					Cube VAN					3 Ton				
kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%	kms/ stop	2025 5%	2026 3.50%	2027 3.25%	2028 4%
24.7	11.132	11.522	11.896	12.372	24.7	11.278	11.673	12.052	12.534	24.7	11.425	11.825	12.209	12.697
24.75	11.136	11.526	11.901	12.377	24.75	11.283	11.678	12.058	12.54	24.75	11.429	11.829	12.213	12.702
24.8	11.141	11.531	11.906	12.382	24.8	11.288	11.683	12.063	12.546	24.8	11.433	11.833	12.218	12.707
24.85	11.145	11.535	11.91	12.386	24.85	11.292	11.687	12.067	12.55	24.85	11.438	11.838	12.223	12.712
24.9	11.149	11.539	11.914	12.391	24.9	11.296	11.691	12.071	12.554	24.9	11.442	11.842	12.227	12.716
24.95	11.153	11.543	11.918	12.395	24.95	11.3	11.696	12.076	12.559	24.95	11.446	11.847	12.232	12.721
25	11.157	11.547	11.922	12.399	25	11.304	11.7	12.08	12.563	25	11.45	11.851	12.236	12.725

APPENDIX "B"

The following Articles are Hourly Employee specific and are in no way to include Owner Operators.

ARTICLE O-B6 – DISCIPLINE

As of date of ratification the following protocols shall govern in regards to discipline for all Hourly Employees of the bargaining unit.

1. Verbal warning;

2. Written warning;

3. 1 day suspension;

4. 3 day suspension;

5. 5 day suspension;

6. 30 day suspension;

7. Termination.

The above list shall be adhered to and followed in listed order for any and all cases of discipline save and except the following which shall start at the level of discipline so indicated and progress accordingly.

Occurrence	**Discipline**
Theft	Termination
Violence causing bodily injury	Termination
Physical altercation	30 day suspension for aggressor only
Destruction of Company property (non accidental)	Termination
Negligence causing a loss to the Company	5 day suspension
Negligence causing a loss to a customer	30 day suspension
Negligence causing a loss to the Company or a customer and lying about it	Termination

Note: Progressive discipline means the discipline imposed for specific actions and not a cumulative compiling of disciplines, but rather individual situations and progressing accordingly with each circumstance.

Note: The discipline outlining the Company policy on vehicle security in Article O39 is also attached to this Article.

Note: The parties agree that the term "loss" shall relate to financial impact on a customer or the Company.

ARTICLE O-B9 - HEALTH, SAFETY AND EQUIPMENT

B9.02 (e) Copies of the monthly joint health and safety meetings and all attachments will be posted at all terminals and copies will be sent to the company's health and safety officer, the union health and safety chairperson(s) and the local president. Copies of a; WSIB form "7s" will be given to the joint health and safety committees, details of which will be in compliance with privacy legislation.

B9.02 (f) All members of the joint health and safety committees will be trained within sixty (60) days of their election or appointment. Training will be conducted during working hours.

B9.03 (g) Any discipline administered prior to the Joint Health & Safety Committee rendering their decision shall also be removed if the accident/incident was found to be non-preventable.

B9.10 (j) Windshield washer solution and motor oil shall be readily available at all times for Company vehicles.

B9.10 (o) All Company vehicles acquired or ordered after date of ratification will be equipped with adequate heaters, windshield wipers, defoggers and am/fm radios. These will be kept in good operating condition at all times. The Driver's area will include a protective barrier between them and the freight.

B9.01 (p) A C.B. radio and antenna will be supplied by the Company for all Linehaul vehicles. (Company owned vehicles only).

B9.15 Accidents for which the Hourly Employee is at fault, or for which their action or lack of action is a contributing factor may result in disciplinary action.

ARTICLE O-B10 - HEALTH AND WELFARE AND SICK LEAVE

B10.01 (1) The Company shall provide a comprehensive health and welfare benefit program for eligible regular full-time and part-time Hourly Employees. The program will form part of the Collective Agreement. The cost to the Hourly Employee for their disability benefits will be the equivalent of one percent (1%) per month of regular earnings.

These benefits include:

- E.R. Health Tax;
- Major Medical;
- Dental Plan;
- Vision Care;

- Optometrist (optometric testing up to $75 per annum where not covered by a provincial health insurance plan);
- Life Insurance;
- Accidental Death and Dismemberment;
- Short-term Disability;
- Chiropractic (max $300.00 per year each);
- Long-term Disability;
- Felonious Assault Insurance;
- Accidental Death and Dismemberment (Optional).

The Company agrees to provide all eligible Hourly Employees with current details and information covering all Hourly Employee benefit programs for which Hourly Employees covered by this Collective Agreement are entitled to participate. This book shall be provided at date of hire. The parties agree not to increase the Hourly Employee contributions thus making payments taxable under Weekly Indemnity.

B10.01 (2) The Company will make available to all eligible Hourly Employees and their dependents a group accident insurance plan for those Hourly Employees who voluntarily enroll in the plan and continue to pay the required monthly premiums.

B10.01 (3) **Major Medical Insurance**:

The effective date for the Major Medical Insurance Plan is thirty (30) days for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees.

Hourly Employees covered under this benefit shall be entitled to a Drug Card with a ten dollars ($10.00) deductible per use.

B10.01 (4) **Dental Plan:**

The effective date of the dental plan is the first (1st) day of the next month following the three (3) month waiting period.

The Dental Plan will provide the following:

Plan A (100% coverage) includes:

(a) diagnostic services
(b) preventative services
(c) surgical services
(d) restorative services
(e) prosthetic services
(f) endodontics
(g) periodontics

Plan B (50% coverage) includes:

crowns and/or bridges partial
dentures
complete upper and lower dentures

Rates will be as per the current O.D.A. schedule. It is further agreed the current O.D.A. schedule is initiated when the carrier is informed of the rate change as per the insurance contract.

There will be no deductible charges for the above services.

B10.01 (5) **Vision Care:**

The Company shall reimburse Optical benefits 100% up to three hundred ($300) every twenty-four (24) months for all employees and eligible dependents.

B10.01 (6) **Life Insurance:** see NFWA N22

B10.01 (7) **Accidental Death & Dismemberment Insurance:** see NFWA N22

B10.01 (8) **Short-Term Disability Benefit:** see NFWA N22

Short term disability benefits commences on the first day of accident/surgery and the fourth day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings for the first fifteen (15) weeks, up to EI maximum plus one hundred ($100) per week. For the purposes of this article, the average weekly earnings will be calculated based on the six (6) weeks prior to the disability.

It is acknowledged that these and past and continuing improvements to the benefits package for employees and owner/operators satisfies the E.I. requirement of rebating a portion of any EI premium reduction. Any benefit from their share of any EI Premium reduction or rebates which may be forthcoming will be used to assist in defraying the employer's increased costs of maintaining the insured benefits plans package offered under the collective agreement.

B10.01 (9) **Long-Term Disability Benefit:** see NFWA N22

Upon completion of ninety (90) days' employment, the Company will make available to eligible Hourly Employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on seventy percent (70%) of average weekly earnings up to EI maximum plus one hundred ($100) two hundred-fifty dollars ($250.00) per week. Hourly Employees will have one hundred and twenty (120) days to file their long-term disability claim. The total disability period shall be a maximum two (2) years, calculated from the commencement of the short-term disability claim.

B10.01 (10) (a) The Company agrees to provide payment for Hourly Employees after a two (2) week waiting period from the time forms are filled out and medical attention is received for all bona fide weekly indemnity claims.

(b) In the event the Company is required to advance funds to the Hourly Employee, the beneficiary of the weekly indemnity claim agrees to reimburse the Company for an amount equivalent within two (2) working days upon receipt of the weekly indemnity payment from the carrier.

(c) Whereupon the reimbursement to the Company is ultimately declared N.S.F., (not sufficient funds), by the clearing bank, the amount of reimbursement is automatically deducted from the Hourly Employee's next pay, or remaining

vacation accrued.

B10.01 (11) The Company will provide felonious assault insurance for all Hourly Employees on the payroll from the date of employment in the amount of twenty thousand dollars ($20,000.00).

B10.01 (12) **Optional Accidental Death & Dismemberment:**

This is a separate plan. Coverage under this plan is optional and available to each Hourly Employee at their own cost.

B10.01 (13) **Dependent Coverage of Major Medical/Dental/Vision:**

Any new eligible dependents, (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an Hourly Employee acquires a dependent.

Declaration of Common-Law Status for Benefit Eligibility:

The Hourly Employee must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status; dependent coverage can only be applied for during the first thirty-one (31) day eligibility period.

A spouse is deemed to be:

- A person married to the Hourly Employee as a result of a valid civil or religious ceremony, including a person separated from the Hourly Employee.

- A person of the opposite sex, or same gender partner with whom the Hourly Employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status.)

ARTICLE O-B11 – TRAINING

B11.05 (b) The Company will allow the use of Company vehicles for license upgrades, if available.

B11.06 (iv) No reasonable request to accommodate the worker as the result of health reasons, religious beliefs or prior commitments will be denied and the Employer will accommodate with training during regular work hours.

B11.07 The Company will ensure that all Hourly Employees are properly trained as to their full responsibilities and duties.

ARTICLE O-B24 – WAREHOUSE EXTRA HOURS PROCEDURE

B24.01 Employees are required to remain on shift for scheduled shifts and volunteered for extra work until said work is completed and or released by their supervisor.

The following guidelines shall prevail;

Notwithstanding the provisions of Article O-B27.08(b), the parties hereto agree to the following with respect to the allocation of work that is outside of scheduled hours.

When extra hours are required, it shall be done in accordance with article 27.08. Extra hours will be assigned by voluntary down, mandatory up.

It is agreed that the Company will endeavor to make reasonable accommodations to those Hourly Employees who have other regular employment obligations or regular family obligations that may make them unavailable for extra work.

Such Hourly Employees will be required to advise the Company in writing of these situations and this will make these Hourly Employees ineligible for voluntary extra work. If the situation changes for these Hourly Employees and

they wish to be added to the extra work list, they must advise the Company in writing.

ARTICLE O-B27 - SCHEDULING WORKING HOURS AND OVERTIME

B27.01 Except as provided in Article O-B27.06, the work week may be scheduled from Monday through Sunday. All time worked in excess of eight (8) hours per day shall be paid at time and one half of the Hourly Employees' rate of pay, ten (10) hours per day for a short week schedule, forty (40) hours per week.

In a work week that recognizes a Statutory Holiday the accredited hours assigned for the Holiday will be used in calculating the weekly overtime provisions.

Clerical only: The clerical full time work week shall be thirty-seven and a half (37.50) hours per week and shall be at time and one half after seven and a half (7.50) hours in a day and thirty-seven and a half (37.50) hours in one week.

When part-time or part-time unassigned Hourly Employees are utilized for the purposes of Owner Operator relief they shall be excluded from the above and have their hours averaged over a bi-weekly pay period and be paid overtime after eighty (80) hours worked while doing Owner Operator relief work.

Note: (Owner Operator Relief is defined as one individual being utilized to cover off an Owner Operator route when necessary)

B27.02 **Weekend work:**

1. Any scheduled Saturday or Sunday runs or shifts will be first offered to part- time Hourly Employees on a permanent scheduled basis in accordance with seniority.

2. In the event there are no part-time bids for this scheduled work, the work will then be offered to a part-time unassigned Hourly Employee on a regular basis.

3. Any part-time Hourly Employee that moves to full-time shall be required to relinquish any Saturday or Sunday work schedules. However, once said position is reposted said Hourly Employee may re-bid and be awarded the position based on seniority if there are no successful part-time bids.

B27.03 No Hourly Employee shall be required to take time off in lieu of overtime hours worked.

B27.04 Hourly Employees will be paid according to their hours scheduled.

B27.05 (a) Any full time or regular part time Hourly Employee scheduled or called in to report to work at a time specified by the Company, and who reports for work at the said time will be guaranteed a minimum of four (4) hours

work or four (4) hours pay in lieu thereof; unless the said hours are at the beginning or end of the Hourly Employees shift unless the Hourly Employee quits, or is discharged for cause prior to the completion of four

(4) hours.

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

(c) Any Hourly Employee that reports to work as scheduled or called upon where said Hourly Employee is then sent home, suspended or terminated that day, shall be paid for time worked.

B27.06 A chart indicating each job position, route by number, classification, defined area, current scheduled hours and any other pertinent comments concerning each position shall be placed in a location easily observed by all Union Members within each branch and shall be updated at least monthly or when any posted information becomes invalid or is changed.

B27.08 (a) Part-time Hourly Employees will be given the first opportunity by seniority to supplement their hours of work by placing their names on a bi-weekly seniority list indicating their desire to be called for additional hours.

And then the following will be utilized:

Part-time unassigned Hourly Employees will be given the opportunity by seniority to supplement their hours of work by placing their names on a bi-weekly seniority list indicating their desire to be called for additional hours.

(b) Additional hours which are an extension of a regularly scheduled run or shift are exempt from this provision.

27.09 (a) All part-time positions that have run for eight (8) hours or more per day for ten (10) consecutive working days, or more, will be reclassified as full-time positions and posted within five (5) working days.

(b) All part-time positions that have run at greater than originally posted hours for a minimum of ten (10) consecutive working days shall be reposted with the average of the previous ten (10) days hours used as the base hours for the new shift.

(c) The above Article does not apply during the period from October 1st to December 31st of each year.

B27.10 Hourly Employees who work a full-time shift or part time employees where it is known will work a shift of seven (7) hours or more, will be entitled to a total of thirty (30) minutes of paid breaks. Any Hourly Employee who works a part-time shift will be entitled to a fifteen (15) minute paid break for every three and a half (3.5) hours of work. Local scheduling practices will prevail. Should the employee not take their break(s) or it not be scheduled for them will be paid for said break(s) at the end of their shift.

B27.11 Where overtime work is required it will be allocated on the basis of seniority within the classification, within the department. Overtime work will be allocated to the senior qualified person within the classification within the department first. In the event there are no Hourly Employees within the classification, the work will be offered on the basis of seniority to those qualified persons who have signed an OT list in the department.

B27.12 Time clock – It is against Company policy to punch in earlier than six (6) minutes before an Hourly Employee's start time and no later than six (6) minutes after the Hourly Employee's finishing time, unless authorized by management.

B27.13 As of date of ratification, all job postings shall have a minimum of a forty-eight

(48) hour consecutive rest period within a seven (7) day period.

Employees may be offered, on acceptance of a job posting, the option to voluntarily and permanently waive the entitlement of a forty-eight (48) hour consecutive rest period. This option is in the form of accepting a sixth (6^{th}) day of work within a seven (7) day period on a voluntary and permanent basis.

ARTICLE O-B28 - HOLIDAYS

B28.01 The following statutory holidays will be observed with pay:

New Year's Day	Christmas Day
Canada Day	Victoria Day
Thanksgiving Day	Labour Day
Good Friday	Boxing Day
Civic Holiday	Family Day
Truth and Reconciliation Day	

B28.03 An Hourly Employee shall be paid any statutory holiday falling during their vacation, in addition to vacation pay.

B28.04 If a recognized holiday occurs during an Hourly Employee's vacation, or on a regular day off, the Hourly Employee, at their option, shall receive a day off with pay, or a regular day's pay at straight time. Should the Hourly Employee choose the day off, it may be taken on the day before or immediately following their vacation or regular day off.

B28.05 Holiday pay will be computed by multiplying the Hourly Employee's basic hourly rate of pay by the average number of hours per day worked by the Hourly Employee on the days worked in the previous twenty (20) days.

B28.06 Those Hourly Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Hourly Employee will receive ten (10) hours pay at the basic rate for their classification.

B28.07 If an Employee works a scheduled shift that runs into a declared statutory holiday, the Employee shall be paid double time and a half for the hours worked during the holiday period.

B28.08 In the event a statutory (general) holiday is proclaimed by either the Federal or Provincial Governments, such holiday shall also be observed if not already listed in the above holidays with pay.

B28.09 In the case of a general holiday falling on a Monday, for those Hourly Employees whose work commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, for those Hourly Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.

B28.10 Any Employee employed for thirty (30) days prior to a statutory holiday shall qualify for statutory holiday pay.

ARTICLE O-B29 - VACATION AND VACATION PAY

B29.01 No later than the 1st of January of each year, the Company will post on the Union bulletin board, a list of Hourly Employees in order of seniority using the Hourly Employees' respective seniority dates.

B29.02 Each eligible Hourly Employee will select their desired time for vacation understanding that vacation cannot be taken until after their anniversary date as an hourly employee. An Hourly Employee shall be required to select their vacation dates prior to the 31st of March of each year indicating their first preference for vacation dates along with second and third alternate dates to their General Manager or designated Supervisor.

Any Hourly Employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact them, shall forfeit their seniority rights for vacation selection and will be required to wait until all other eligible Hourly Employees within the depot or branch have selected their dates. Any Hourly Employee who wishes to change their selection after the 31st of March will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval. A minimum notice of two (2) weeks must be given for vacation requests.

Any Hourly Employee that follows all vacation guidelines shall always be able to exercise their seniority to obtain their vacation dates. Should an Hourly Employee not be granted their desired vacation days requested, submitted on or before March 31st, then said Hourly Employee shall still be able to exercise their seniority in selecting alternate dates.

The vacation schedule is to be finalized and posted no later that the 1st of May each year. The employer shall update the vacation schedule on a monthly basis. The Company shall also ensure that all Hourly Employees wishing vacation dates between February 1st and April 30th shall be dealt with first.

B29.03 The Company shall permit up to ten percent (10%) of the Hourly Employees and Owner Operators in any one classification in any one department in any one facility covered by this Agreement to take vacation/personal leave time at the same time.

B29.04 Hourly Employees may split their vacation weeks, if they so desire, or take them consecutively. The remaining vacation time may be split into days.

Hourly Employees must take at least two (2) weeks in one (1) block, or two (2) one (1) week blocks. Any Hourly Employee who wishes to take vacation by the day will not be included in the percentage ratio of Article B29.03.

However, a maximum of two (2) people will be allowed off in single day allotments over and above the ten percent (10%).

Further, only one person shall be allowed to pre book a float day over and above the above entitlements.

B29.05 (a) Hourly Employees who have completed one (1) year of service shall be entitled to vacation with pay on or after their anniversary date and must be taken within twelve (12) months thereafter. At the end of the vacation entitlement all outstanding vacation will be paid out at the applicable rate. Only vacation taken in one (1) or two (2) week blocks will be paid by separate cheque.

Clerical

Years of Service	Entitlement Weeks	% of Earnings	Entitlement in hours
One (1)	Three (3)	6%	112.5
Five (5)	Four (4)	8%	150

Twelve (12)	Five (5)	10%	187.5
Twenty (20)	Six (6)	12%	225

Non-Clerical

Years of Service	Entitlement Weeks	%of Earnings	Entitlement in hours
One (1)	Two (2)	4%	80
Three (3)	Three (3)	6%	120
Five (5)	Four (4)	8%	160
Twelve (12)	Five (5)	10%	200
Twenty (20)	Six (6)	12%	240

(b) Hourly Employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation or be paid at their regular scheduled hours and current pay structure for the number of weeks of entitlement, whichever is greater.

(c) In the event of absence due to W.S.I.B. or illness, [leave of absence in excess of one (1) month] in no case will the Hourly Employee will not be entitled to W.S.I.B, Weekly Indemnity, or Long Term Disability benefits in addition to vacation pay.

B29.06 Vacation pay shall be paid to the Hourly Employee by separate cheque with the pay immediately preceding their departure on vacation. When vacation is split into days the Hourly Employee will be paid on their regular pay cheque.

B29.07 Hourly Employees, while on vacation, cannot be called in to work unless the Hourly Employee agrees. When an Hourly Employee is called in, by mutual agreement, the Hourly Employee will have the right to negotiate their remaining vacation prior to returning to work.

B29.08 In the event that an Hourly Employee leaves the employ of the Company, they shall be paid as per entitlement in Article B29.05.

ARTICLE O-B30 - LAYOFFS

B30.01 The Company and the Union accept the principle of seniority in layoffs and rehiring and agree that if the Hourly Employee possesses the required qualifications and ability that length of continuous service will govern.

B30.02 When adding to the workforce of Hourly Employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

B30.03 (a) The Company will notify such Hourly Employees at their last known address by Registered Mail. If such Hourly Employees fail to report within seven (7) calendar days from date of receipt, the standing as an Hourly Employee and of any such person failing to report within seven (7) calendar days will be forfeited.

(b) It shall be the responsibility of every Hourly Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be

supplied within three (3) working days of such change.

ARTICLE O-B31 - MISCELLANEOUS

B31.01 **Layovers:**

On out-of-town routes requiring a layover period between the hours of 9:00 PM and 6:00 AM and extending beyond three (3) hours excluding the lunch period, the Company will provide suitable lodgings.

B31.02 On out-of-town routes requiring a layover period between the hours of 10:00 AM and 3:00 PM, exceeding three (3) hours excluding the lunch period, the Company will provide suitable accommodation.

During the period of layover, the Hourly Employee is relieved of all responsibilities for the vehicle and cargo and is free to come and go as they desire. The Hourly Employee is in no way regarded to be on duty during such layovers. The vehicle will be parked/secured in a designated secure parking area.

B31.03 Hourly Employees scheduled on out-of-town routes requiring a non-scheduled layover due to Acts of God will be paid at their regular rate of pay for each hour of layover outside their scheduled shift.

B31.04 If a Driver's driving privileges are suspended or rescinded, the Driver will be moved into a non-driving position, but shall not be guaranteed any hours or be allowed to bump.

B31.05 **Personal Property:**

The Company shall not be responsible for the loss, damage, or destruction of personal property while such property is on Company premises, in vehicles or equipment, or in use on Company business.

B31.07 **Hourly Employees' Lunchroom:**

The Company will supply accommodations for an Employee lunchroom equipped with a timed microwave oven, if the number of Hourly Employees so warrant.

B31.08 The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to the approval of the Company as to location.

B31.10 The Company will provide drinking water in the warehouse at all branches.

ARTICLE O-B32 - HOURLY PRINTOUTS

At the request of the Employee, DHL Express (Canada), Ltd. will make available a printout stating the hours worked by an Hourly Employee on the Friday prior to the pay period close.

ARTICLE O-B33 - WAGES

B33.01 The parties agree for all new hires and all classifications to use a graduated rate schedule based on the top rate of each class each year.

Shift Premium -- $0.55 12 Midnight to 3:59 AM

Any Hourly Employee who works a regularly scheduled shift which includes any hours between midnight and 3:59 am will receive the shift premium for the entire shift. Any Hourly

Employee whose shift will normally end before midnight or begin after 3:59 AM but is extended into those hours will receive the shift premium only for the hours worked between midnight and 3:59 AM The premium will not attract overtime.

B33.02 (a) Any Hourly Employee hired as a “D” Driver, who is temporarily assigned by the Company to drive a vehicle which does not require a “D” license qualification, will remain at the “D” license rates.

(b) Any person handling and processing dangerous goods and/or C.O.S. shipments on a regular basis will be paid Lead Hand rate for the time spent handling such goods.

(c) All pay shortages in excess of seventy-five dollars ($75.00) gross will be paid within two (2) working days of the Company being notified.

All Hourly Employees will be paid bi-weekly by direct deposit. The pay stubs will be distributed at shift’s end on Thursday.

B33.03 (a) Full-time and part-time Hourly Employees will be paid at the same rate of pay for their existing classifications.

(b) Any Hourly Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of the scheduled shift, whichever is less, shall receive the higher rate of pay for their entire shift. Any Hourly Employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

(c) Where there are new categories of employment for which rates of pay are not established by this Agreement are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.

B33.04 When employees request a letter of wage earnings and/or employment verification for loans, mortgages etc, the company will furnish said letter to the employee within three (3) business days.

RATE CHARTS

Classification	2025 - January to June 28			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Clerical Customer Service Backline	$19.68	$20.32	$20.94	$23.75
Clerical Customer Service and Data Entry	$19.09	$19.73	$20.35	$23.15
Lead Hand Customer Service/Data Entry	$21.34	$21.98	$22.73	$26.11
Bilingual Clerical Customer Service	$22.44	$23.08	$23.91	$27.62
Leadhand Bilingual Clerical Customer Service	$24.66	$25.29	$26.29	$30.58
Clerical Collections	$19.09	$19.09	$20.34	$25.45
Lead Hand Clerical Collections	$21.53	$21.53	$22.92	$28.69
Bilingual Clerical Collections	$22.44	$22.44	$23.91	$29.94
Lead Hand Bilingual Clerical Collections	$24.87	$24.87	$26.53	$33.17
Customer Counter Specialist	$21.58	$23.14	$24.66	$30.82
Bilingual Customer Counter Specialist	$21.58	$23.14	$24.66	$30.82
Warehouse	$19.06	$20.42	$21.78	$27.21
Warehouse Sorter	$20.76	$22.26	$23.76	$29.65
Lead Hand Warehouse	$21.58	$23.14	$24.66	$30.82
Held Inventory Control	$19.06	$20.42	$21.78	$27.21
Forklift Operator	$21.58	$23.14	$24.66	$30.82
Forklift Leadhand	$23.85	$25.53	$27.22	$34.02
Walker	$22.54	$24.15	$25.77	$32.20
Driver (G)	$22.54	$24.15	$25.77	$32.20
Driver (D/DZ)	$23.44	$25.13	$26.81	$33.48
Driver (A/AZ)	$23.80	$25.49	$27.18	$33.98
Lead Hand Driver, Walker	$23.85	$25.53	$27.22	$34.02
Relief Driver	$23.85	$25.53	$27.22	$34.02
Master Load Planner	$23.85	$25.53	$27.22	$34.02
Sort Control	$23.85	$25.53	$27.22	$34.02
Gateway Airside Warehouse	$21.58	$23.14	$24.66	$30.82
Gateway Airside Warehouse Leadhand	$23.85	$25.53	$27.22	$34.02
Brokerage Specialist	$21.29	$22.82	$24.34	$30.41
Brokerage LVS Analyst				$24.95
Brokerage HVS Analyst	$26.67	$26.67	$26.67	$30.41
Brokerage Clerical				$24.06
Bilingual Brokerage LVS Analyst				$27.99
Bilingual Brokerage HVS Analyst				$30.17
Bilingual Brokerage Clerical				$27.99
Lead Hand Brokerage Clerical				$27.44
Provincial Unit Chairperson				$38.65
Lead Hand Brokerage BNG				$27.99
Lead Hand Brokerage LVS				$27.99
Lead Hand Brokerage HVS				$32.63

Classification	2025 - June 29 to Dec 31			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Clerical Customer Service Backline	$20.20	$20.84	$21.46	$24.28
Clerical Customer Service and Data Entry	$19.61	$20.25	$20.87	$23.68
Lead Hand Customer Service/Data Entry	$21.86	$22.50	$23.26	$26.64
Bilingual Clerical Customer Service	$22.96	$23.60	$24.43	$28.14
Leadhand Bilingual Clerical Customer Service	$25.19	$25.82	$26.82	$31.10
Clerical Collections	$19.61	$19.61	$20.86	$25.98
Lead Hand Clerical Collections	$22.05	$22.05	$23.45	$29.21
Bilingual Clerical Collections	$22.96	$22.96	$24.43	$30.46
Lead Hand Bilingual Clerical Collections	$25.40	$25.40	$27.06	$33.69
Customer Counter Specialist	$21.58	$23.14	$24.66	$30.82
Bilingual Customer Counter Specialist	$21.58	$23.14	$24.66	$30.82
Warehouse	$19.06	$20.42	$21.78	$27.21
Warehouse Sorter	$20.76	$22.26	$23.76	$29.65
Lead Hand Warehouse	$21.58	$23.14	$24.66	$30.82
Held Inventory Control	$19.06	$20.42	$21.78	$27.21
Forklift Operator	$21.58	$23.14	$24.66	$30.82
Forklift Leadhand	$23.85	$25.53	$27.22	$34.02
Walker	$22.54	$24.15	$25.77	$32.20
Driver (G)	$22.54	$24.15	$25.77	$32.20
Driver (D/DZ)	$23.44	$25.13	$26.81	$33.48
Driver (A/AZ)	$23.80	$25.49	$27.18	$33.98
Lead Hand Driver, Walker	$23.85	$25.53	$27.22	$34.02
Relief Driver	$23.85	$25.53	$27.22	$34.02
Master Load Planner	$23.85	$25.53	$27.22	$34.02
Sort Control	$23.85	$25.53	$27.22	$34.02
Gateway Airside Warehouse	$21.58	$23.14	$24.66	$30.82
Gateway Airside Warehouse Leadhand	$23.85	$25.53	$27.22	$34.02
Brokerage Specialist	$21.82	$23.34	$24.86	$30.93
Brokerage LVS Analyst				$25.47
Brokerage HVS Analyst	$27.20	$27.20	$27.20	$30.93
Brokerage Clerical				$24.58
Bilingual Brokerage LVS Analyst				$28.52
Bilingual Brokerage HVS Analyst				$30.69
Bilingual Brokerage Clerical				$28.52
Lead Hand Brokerage Clerical				$27.96
Provincial Unit Chairperson				$39.18
Lead Hand Brokerage BNG				$28.52
Lead Hand Brokerage LVS				$28.52
Lead Hand Brokerage HVS				$33.16

Classification	2026			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Clerical Customer Service Backline	$20.91	$21.57	$22.21	$25.13
Clerical Customer Service and Data Entry	$20.30	$20.96	$21.60	$24.51
Lead Hand Customer Service/Data Entry	$22.63	$23.29	$24.07	$27.57
Bilingual Clerical Customer Service	$23.76	$24.43	$25.29	$29.12
Leadhand Bilingual Clerical Customer Service	$26.07	$26.72	$27.76	$32.19
Clerical Collections	$20.30	$20.30	$21.59	$26.89
Lead Hand Clerical Collections	$22.82	$22.82	$24.27	$30.23
Bilingual Clerical Collections	$23.76	$23.76	$25.29	$31.53
Lead Hand Bilingual Clerical Collections	$26.29	$26.29	$28.01	$34.87
Customer Counter Specialist	$22.34	$23.95	$25.52	$31.90
Bilingual Customer Counter Specialist	$22.34	$23.95	$25.52	$31.90
Warehouse	$19.73	$21.13	$22.54	$28.16
Warehouse Sorter	$21.49	$23.04	$24.59	$30.69
Lead Hand Warehouse	$22.34	$23.95	$25.52	$31.90
Held Inventory Control	$19.73	$21.13	$22.54	$28.16
Forklift Operator	$22.34	$23.95	$25.52	$31.90
Forklift Leadhand	$24.68	$26.42	$28.17	$35.21
Walker	$23.33	$25.00	$26.67	$33.33
Driver (G)	$23.33	$25.00	$26.67	$33.33
Driver (D/DZ)	$24.26	$26.01	$27.75	$34.65
Driver (A/AZ)	$24.63	$26.38	$28.13	$35.17
Lead Hand Driver, Walker	$24.68	$26.42	$28.17	$35.21
Relief Driver	$24.68	$26.42	$28.17	$35.21
Master Load Planner	$24.68	$26.42	$28.17	$35.21
Sort Control	$24.68	$26.42	$28.17	$35.21
Gateway Airside Warehouse	$22.34	$23.95	$25.52	$31.90
Gateway Airside Warehouse Leadhand	$24.68	$26.42	$28.17	$35.21
Brokerage Specialist	$22.58	$24.16	$25.73	$32.01
Brokerage LVS Analyst				$26.36
Brokerage HVS Analyst	$28.15	$28.15	$28.15	$32.01
Brokerage Clerical				$25.44
Bilingual Brokerage LVS Analyst				$29.52
Bilingual Brokerage HVS Analyst				$31.76
Bilingual Brokerage Clerical				$29.52
Lead Hand Brokerage Clerical				$28.94
Provincial Unit Chairperson				$40.55
Lead Hand Brokerage BNG				$29.52
Lead Hand Brokerage LVS				$29.52
Lead Hand Brokerage HVS				$34.32

Classification	2027			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Clerical Customer Service Backline	$21.59	$22.27	$22.93	$25.95
Clerical Customer Service and Data Entry	$20.96	$21.64	$22.30	$25.31
Lead Hand Customer Service/Data Entry	$23.37	$24.05	$24.85	$28.47
Bilingual Clerical Customer Service	$24.53	$25.22	$26.11	$30.07
Leadhand Bilingual Clerical Customer Service	$26.92	$27.59	$28.66	$33.24
Clerical Collections	$20.96	$20.96	$22.29	$27.76
Lead Hand Clerical Collections	$23.56	$23.56	$25.06	$31.21
Bilingual Clerical Collections	$24.53	$24.53	$26.11	$32.55
Lead Hand Bilingual Clerical Collections	$27.14	$27.14	$28.92	$36.00
Customer Counter Specialist	$23.07	$24.73	$26.35	$32.94
Bilingual Customer Counter Specialist	$23.07	$24.73	$26.35	$32.94
Warehouse	$20.37	$21.82	$23.27	$29.08
Warehouse Sorter	$22.19	$23.79	$25.39	$31.69
Lead Hand Warehouse	$23.07	$24.73	$26.35	$32.94
Held Inventory Control	$20.37	$21.82	$23.27	$29.08
Forklift Operator	$23.07	$24.73	$26.35	$32.94
Forklift Leadhand	$25.48	$27.28	$29.09	$36.35
Walker	$24.09	$25.81	$27.54	$34.41
Driver (G)	$24.09	$25.81	$27.54	$34.41
Driver (D/DZ)	$25.05	$26.86	$28.65	$35.78
Driver (A/AZ)	$25.43	$27.24	$29.04	$36.31
Lead Hand Driver, Walker	$25.48	$27.28	$29.09	$36.35
Relief Driver	$25.48	$27.28	$29.09	$36.35
Master Load Planner	$25.48	$27.28	$29.09	$36.35
Sort Control	$25.48	$27.28	$29.09	$36.35
Gateway Airside Warehouse	$23.07	$24.73	$26.35	$32.94
Gateway Airside Warehouse Leadhand	$25.48	$27.28	$29.09	$36.35
Brokerage Specialist	$23.31	$24.95	$26.57	$33.05
Brokerage LVS Analyst				$27.22
Brokerage HVS Analyst	$29.06	$29.06	$29.06	$33.05
Brokerage Clerical				$26.27
Bilingual Brokerage LVS Analyst				$30.48
Bilingual Brokerage HVS Analyst				$32.79
Bilingual Brokerage Clerical				$30.48
Lead Hand Brokerage Clerical				$29.88
Provincial Unit Chairperson				$41.87
Lead Hand Brokerage BNG				$30.48
Lead Hand Brokerage LVS				$30.48
Lead Hand Brokerage HVS				$35.44

Classification	2028			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Clerical Customer Service Backline	$22.45	$23.16	$23.85	$26.99
Clerical Customer Service and Data Entry	$21.80	$22.51	$23.19	$26.32
Lead Hand Customer Service/Data Entry	$24.30	$25.01	$25.84	$29.61
Bilingual Clerical Customer Service	$25.51	$26.23	$27.15	$31.27
Leadhand Bilingual Clerical Customer Service	$28.00	$28.69	$29.81	$34.57
Clerical Collections	$21.80	$21.80	$23.18	$28.87
Lead Hand Clerical Collections	$24.50	$24.50	$26.06	$32.46
Bilingual Clerical Collections	$25.51	$25.51	$27.15	$33.85
Lead Hand Bilingual Clerical Collections	$28.23	$28.23	$30.08	$37.44
Customer Counter Specialist	$23.99	$25.72	$27.40	$34.26
Bilingual Customer Counter Specialist	$23.99	$25.72	$27.40	$34.26
Warehouse	$21.18	$22.69	$24.20	$30.24
Warehouse Sorter	$23.08	$24.74	$26.41	$32.96
Lead Hand Warehouse	$23.99	$25.72	$27.40	$34.26
Held Inventory Control	$21.18	$22.69	$24.20	$30.24
Forklift Operator	$23.99	$25.72	$27.40	$34.26
Forklift Leadhand	$26.50	$28.37	$30.25	$37.80
Walker	$25.05	$26.84	$28.64	$35.79
Driver (G)	$25.05	$26.84	$28.64	$35.79
Driver (D/DZ)	$26.05	$27.93	$29.80	$37.21
Driver (A/AZ)	$26.45	$28.33	$30.20	$37.76
Lead Hand Driver, Walker	$26.50	$28.37	$30.25	$37.80
Relief Driver	$26.50	$28.37	$30.25	$37.80
Master Load Planner	$26.50	$28.37	$30.25	$37.80
Sort Control	$26.50	$28.37	$30.25	$37.80
Gateway Airside Warehouse	$23.99	$25.72	$27.40	$34.26
Gateway Airside Warehouse Leadhand	$26.50	$28.37	$30.25	$37.80
Brokerage Specialist	$24.24	$25.95	$27.63	$34.37
Brokerage LVS Analyst				$28.31
Brokerage HVS Analyst	$30.22	$30.22	$30.22	$34.37
Brokerage Clerical				$27.32
Bilingual Brokerage LVS Analyst				$31.70
Bilingual Brokerage HVS Analyst				$34.10
Bilingual Brokerage Clerical				$31.70
Lead Hand Brokerage Clerical				$31.08
Provincial Unit Chairperson				$43.54
Lead Hand Brokerage BNG				$31.70
Lead Hand Brokerage LVS				$31.70
Lead Hand Brokerage HVS				$36.86

APPENDIX "C"

The following Articles shall apply to Ontario Linehaul Owner Operators only.

ARTICLE C1 – Provincial Ontario Linehaul

1. The Company will provide the Ontario Linehaul Owner Operators the expected arrival times of their destination for each trip.

2. The Company will supply logbooks.

3. Inspections shall be performed every month on short haul trailers and every trip for long haul trailers. Each time a mechanic inspects a trailer, a signature and date are to be completed on the sticker located at the nose of every trailer. In Ontario the trailers are inspected by the Government; an additional sticker is provided indicating when the next Government inspection is due. If Government inspections or stickers are not being completed at any destination then the driver shall bring it to their supervisor's attention to ensure this is rectified, however this should not prevent the load from departing. The Company follows all legal requirements for maintenance and completes preventative maintenance inspections to maintain our service level. Tractor inspections shall be performed by Owner Operators in accordance with Ontario legislation and requirements unless otherwise required by the Company for compliance purposes.

4. The following language will appear on the Bill of Lading: "Dangerous Goods on board have been checked and meet the requirements as per the TDG Act and Regulations." If this article is not adhered to by the company, the company will be responsible for all fines regarding dangerous goods on the trip as it relates to the bill of lading.

5. No Owner Operator is to seal or unseal any trailer, except at a dark terminal.

6. No trailer is to be pulled without load bars in place and/or load unsecured.

7. Any unscheduled or not posted layovers of eight (8) hours or more must be provided suitable accommodations.

8. If requested by a supervisor or manager, the Owner Operators shall receive the lead hand warehouse top rate for the performance of work that would otherwise be normally performed by the Warehouseperson classification (i.e., loading or unloading trailers). This shall not apply to any work that is associated with the Owner Operator's route responsibilities. Any revenue generated from warehouse work should not be included in route revenue calculations and should not be used to calculate an owner operator's average revenue.

Article C2 - Fuel Escalation for Ontario Linehaul Owner Operators:

Linehaul Tractor Mileage;

A fuel escalation of .75% for every 1 cent increase per liter in fuel over .50 cents from May 1st thru September shall apply.

*During the winter months of October 1st through to April 1st the fuel escalation will increase to .80% over .50 cents per liter for every 1 cent increase.

The above fuel escalation shall only apply to Owner Operators providing copies of receipt in a timely manner.

SCHEDULE "A" - FEES

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

1. The Owner Operator shall receive remuneration as outlined below:

Ontario	01-Jan-25	30-Jun-25	01-Jan-26	01-Jan-27	01-Jan-28
Linehaul OO min	$ 359.00	$ 359.00	$ 371.57	$ 383.65	$ 398.99
Linehaul OO pin	$ 36.79	$ 36.79	$ 38.08	$ 39.32	$ 40.89
Linehaul OO shunt AC	$ 456.31	$ 456.31	$ 472.28	$ 487.63	$ 507.13
Trips (Round Trip): YTZ-TZE-YHM-YTZ	$ 607.99	$ 607.99	$ 629.27	$ 649.72	$ 675.71
Trips (Round Trip): YHM-TZE-YHM	$ 522.88	$ 522.88	$ 541.18	$ 558.77	$ 581.12
Trips (Round Trip): YTZ-TZE-YTZ	$ 182.40	$ 182.40	$ 188.78	$ 194.92	$ 202.71
Trips (Round Trip): YHM-YTZ-YHM	$ 324.38	$ 324.38	$ 335.73	$ 346.64	$ 360.51

2. The Owner Operator shall receive additional remuneration at a rate of:

   Premium/Pick up: 55$

   Shunt Fee (First free):45$

3. The Company will pay the full cost of road tolls where no reasonable alternate route is available.

4. The Company will be entitled to deduct the following expenses from the Owner Operator each invoice period:

   1. Any debt repayments

   2. Union Dues

5. The Company shall be entitled to deduct from the fees owing the Owner Operator at any time, in addition to any amounts the Company may elect to set off and deduct pursuant to this Agreement the following expenses:

   a. A vehicle rental charge of $ 300 per day

   b. Short Term vehicle insurance of $ 300 per day

   c. Vehicle licenses of $ 300 per day

   d. Road side assistance of $ 300 per day

6. Any new rates that are not covered by this appendix must pre-approved and documented prior being implemented in accordance with the Company's approval process.

7. Owner Operator must abide by all Company policies and Standard Operating procedures.

Article C3 Ontario Linehaul Routes

1. When Linehaul Owner Operators breakdown on route, the Company will assist in finding a rental truck if needed, and if necessary, will move the load to provide service at no cost to the Owner Operator. The Owner Operator will make arrangements for repairs to their vehicle and the Company will only pay wages to the Owner Operator up to the point of vehicle breakdown. The Owner Operator must provide the Company with proof of proper maintenance to their vehicle if requested.

2. Linehaul Owner Operators who operate with trains will be paid an additional ten cents ($0.10) per KM. The train rate is paid for the duration of the trip.

3. Each Owner Operator will have one or more helpers but will drive his own tractor at least 50% of the time.

4. Owner Operators and helpers must arrive at their departure terminal with sufficient time to perform inspection and security check in time to meet the required time to depart and arrive at destination with expected arrival time. The Owner Operator must notify the receiving branch of any delay or potential delay.

The parties acknowledge and agree that the Company does not utilize Western Linehaul Owner Operators in Ontario. Should this change in future, the parties agree to review the former provisions of Appendix "C" as set out in the expired collective agreement dated March 1, 2008 to March 31, 2013, as applicable.

LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (Canada), LTD.

(Hereinafter referred to as "the Company") AND

UNIFOR LOCAL 4457

(Hereinafter referred to as "the Union") Re:

Collections Department

Effective immediately the Company and the Union agree to the creation of minimum experience standards that will be used to determine an individual's initial eligibility for job transfers within the department.

Individuals within the department will be divided into 3 sub categories for classification purposes.

1. Inbound Collections
2. Adjuster Collections
3. Outbound Collections

Furthermore the following experience is required:

Position	**No Previous Collecting Experience**	**>1 Year of Previous Collecting Experience**
Inbound Collections	A minimum of 1 year DHL customer service experience. Or able to meet CS entry requirements plus 1 year DHL service.	A minimum of 1 year DHL customer service experience. Or able to meet CS entry requirements plus 1 year DHL service.
Adjuster Collections	A minimum of 1 year of DHL collections department experience.	A minimum of 1 year of DHL collections department experience.
Outbound Collections	A minimum of 2 years of DHL Adjuster Collections experience.	A minimum of 1 year of DHL Adjuster Collections experience.

The rate of pay will not change. It is only the classification's minimum qualifications that are being firmly established.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Sivadas Santhosh*
Glenn Gardner	*Gary Millen*
Nicholas Halary	*Krishna Jaiswal*

Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
	Asif Kazi
	Robin Dudley

LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (Canada), LTD.

(Hereinafter referred to as "the Company") AND

UNIFOR LOCAL 4457

(Hereinafter referred to as "the Union")

Hybrid Classification

The parties agree to the creation of a Hybrid position classification in an attempt to create where possible viable full-time jobs.

Hybrid classification positions shall be paid the prevailing rate for each type of work being done as the per the classification rate of each portion.

FOR THE COMPANY:	**FOR THE UNION:**
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Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
	Asif Kazi
	Robin Dudley

LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (Canada), LTD.

(Hereinafter referred to as "the Company") AND

UNIFOR LOCAL 4457

(Hereinafter referred to as "the Union")

Brokerage Specialist Classification

During the renewal of the collective agreement in December 2013, it was agreed by the parties that the following employees employed in the Brokerage Specialist classification will assume the wage rate schedule of the Warehouse Sorter classification and will be grandfathered within the classification.

It was agreed during bargaining 2016/2017 that the Brokerage Specialist Classification will have GWI effective January 1st, 2017 applied to the rates below as their starting point for the new 2017 hourly wage table (not the current wages linked to the LOU Brokerage Classifications dated July 16th, 2014):

0-3 Months	4-12 Months	13-18 Months	19+ Months
$16.71	$17.91	$19.10	$23.86

The following employees are grandfathered as “Brokerage Specialists” until they vacate this position for any reason. Once all Brokerage Specialist positions are vacated, the classification will be closed and no further job postings or incumbents will reflect this classification.

Employee Number	Name
5450	Emily Moody
5436	Rita Mione-Armata
4609	Gary Longhouse
4981	Maria-Dina Koutsoulianos-Ashby
4610	Lisa Carta

It is agreed that Peggy Villalta (Smith), Lead Hand Brokerage Specialist, will be grandfathered at her current rate of pay $25.61/hr. GWI 2017 will be applied on top of this current rate moving forward. Should Peggy vacate this position for any reason, this position will cease to exist. This classification will not appear in the hourly wage grid printed in the CBA.

This LOU replaces the LOU “Brokerage Classifications” dated July 16th, 2014.

Dated this 8th day of February, 2017 in the city of Mississauga in the province of Ontario.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Sivadas Santhosh*
Glenn Gardner	*Gary Millen*
Nicholas Halary	*Krishna Jaiswal*

Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
	Asif Kazi
	Robin Dudley

LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (Canada), LTD.

(Hereinafter referred to as "the Company") AND

UNIFOR LOCAL 4457

(Hereinafter referred to as "the Union")

MANDATORY CONVERSIONS:

In the event of mandatory conversion from Hourly Employee to Owner Operator, the parties agree that the prior articles on mandatory conversion shall be brought back and shall apply.

All Hourly Rated Drivers with eleven (11) years of service as of January 1st, 1994, who choose to remain as Hourly Employees, will have their rate of pay and hours of work protected and further will be scheduled in shifts between 06:00 and 21:00, and shifts will be no greater than ten (10) hours and the splits will be no longer than two (2) hours in duration.

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Ewa Maggiotto	*Evon Koduah*
	Adrian Furlani
	Joe Cannon
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LETTER OF UNDERSTANDING

BETWEEN

DHL EXPRESS (Canada), LTD.

(Hereinafter referred to as "the Company") AND

UNIFOR LOCAL 4457

(Hereinafter referred to as "the Union")

PART-TIME UNASSIGNED MANDATORY AVAILABILITY

Part-time unassigned workers will be allotted work or called in for work based on availability provided and by seniority.

A part-time unassigned worker who works no hours in a thirty (30) calendar day period by their own choice by not giving their availability bi-weekly to work in a regular work week, refusing hours or shifts, shall lose their seniority, and shall begin their seniority accumulation over again once they work new hours or shifts.

The thirty (30) day period does not include days of approved leaves (i.e. personal leave, illness, injury, WSIB, or any other leaves allowed in the CBA). Providing no availabilities, does not constitute an approved leave.

Part-time unassigned employees must make themselves available to the company during peak season unless otherwise authorized by their supervisor. Peak season will run from US Thanksgiving to January 7th of each year.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Sivadas Santhosh*
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Nicholas Halary	*Krishna Jaiswal*
Ewa Maggiotto	*Evon Koduah*
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CONVENTION COLLECTIVE

Entre

DHL EXPRESS (Canada) LTD.

Et

UNIFOR SYNDICAT DU CANADA LOCAL

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ANNEXE DU QUÉBEC – EMPLOYÉS HORAIRE

En vigueur du : 1er janvier, 2025 au 31 décembre, 2028

ANNEXE DU QUÉBEC – EMPLOYÉS HORAIRE
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ARTICLE Q1 – DÉFINITION ET INTERPRÉTATION

Q1.01 Nullité

La nullité ou l'invalidité d'une clause ou d'un article particulier ou partie de cette présente entente ne devra pas invalider le reste de cette convention collective. Toute disposition de la présente convention qui est ou qui devient contradictoire aux dispositions présentes ou futures des lois fédérales ayant juridiction en pareille affaire, sera automatiquement nulle et sans effet. Dans de telles circonstances, la ou les clauses affectées devront être modifiées en conformité avec les dispositions desdites lois.

Q1.02 Employés réguliers à temps plein

Les employés réguliers à temps plein sont ceux dont la présence est requise habituellement pour le fonctionnement de l'entreprise de l'Employeur toute l'année. Ces personnes travaillent habituellement une semaine régulière de travail, telle que définie au paragraphe Q7.01 de la convention collective.

Q1.03 Employés réguliers à temps partiel

Les employés réguliers à temps partiel sont ceux dont la présence est requise habituellement pour le fonctionnement de l'entreprise de l'Employeur toute l'année. Ces personnes travaillent habituellement moins que la semaine régulière de travail, telle que définie au paragraphe Q7.01 de la convention collective. Ces personnes bénéficient d'une garantie quotidienne de quatre (4) heures payées à taux régulier pour chaque appel au travail.

Q1.04 Employés occasionnels

Les employés occasionnels sont ceux utilisés pour remplacer pendant les vacances, maladies, périodes de pointe ou congés. Ces employés sont membres du Syndicat et accumuleront de l'ancienneté selon les heures travaillées pour fins de soumettre leur candidature sur des postes réguliers.

Q1.05 Entente particulière

Tout changement futur, oral ou écrit, dans la présente convention collective de travail intervenue entre l'Employeur et un membre individuel ou groupe d'employés devra être considéré comme nul à moins que lesdits changements n'aient été approuvés par le président ou l'agent d'affaires du Syndicat, par écrit.

Advenant violation de cette clause, le Syndicat pourra recourir à la procédure de grief sans être limitée par les délais prévus à l'article N3 de la présente convention.

ARTICLE Q2 - SÉCURITÉ SYNDICALE ET DÉDUCTION À LA SOURCE DES CONTRIBUTIONS SYNDICALES

Q2.01 Indemnisation contre réclamation

Le Syndicat indemnisera et innocentera l'Employeur de toute réclamation, demande, action ou autre forme de responsabilité qui pourrait émaner de ou en vertu du geste posé par l'Employeur en faisant les déductions prévues aux paragraphes de l'article N1.05. Toutefois, le Syndicat ne sera pas tenue d'indemniser ou d'innocenter l'Employeur si celui- ci ne respecte pas les dispositions de l'article N1.05.

ARTICLE Q3 - AFFAIRES SYNDICALES

Q3.01 Avis à le Syndicat avant la suspension du représentant

Les représentants syndicaux sont assujettis aux mêmes règles de discipline que tous les autres employés. Cependant, l'Employeur doit aviser le Président de la section locale du Syndicat par écrit avant la suspension ou le congédiement d'un représentant syndical.

Q3.02 Comité de négociation

Dans les quatre (4) mois précédant l'expiration de la convention collective, les parties conviendront du nombre d'employés autorisés à s'absenter de leurs fonctions sans perte de rémunération pour participer aux séances de négociation avec la Compagnie visant à renouveler la présente convention, et ce, jusqu'à l'obtention du droit de grève ou de lock-out.

Les parties conviennent que le Syndicat peut déterminer la grandeur de son comité de négociation comme le prévoit l'article N23 de l'Accord-Cadre National.

Les employés à l'heure seront rémunérés pour un maximum de huit (8) heures à taux simple par jour.

Toutes autres dépenses, telles que les frais de repas, de transport et d'hébergement, ne seront pas couvertes par la Compagnie.

Q3.03 Absence pour formations syndicales

L'Employeur reconnaît que le Syndicat peut, et ce, moyennant un préavis de quinze (15) jours de calendrier, demander à l'Employeur que des délégués soient libérés, sans perte de rémunération, afin d'assister à des cours de formations en affaires syndicales. À cette fin, une banque de soixante (60) jours avec rémunération sera disponible pour la durée de la présente convention collective. L'employeur devra approuver toutes les demandes et se réserve le droit de les refuser en fonction de ses besoins opérationnels. Aucun congé pour formation syndicale ne sera accordé pendant les périodes de pointe.

Les employés à l'heure seront rémunérés pour un maximum de huit (8) heures à taux simple par jour. Les chauffeurs-propriétaires auront droit à leur minimum quotidien garanti.

Toutes autres dépenses, telles que les frais repas, de transport et d'hébergement, ne seront pas couvertes par la Compagnie.

ARTICLE Q4 - PROCÉDURE DE GRIEFS ET D'ARBITRAGE

Q4.01 Comité de griefs

La Compagnie et le Syndicat conviennent de se rencontrer, conformément à l'article N3 pour discuter des griefs à l'étape écrite de la procédure de griefs et tenter de les résoudre.

Lors de ces rencontres, le Syndicat sera représenté par un permanent syndical ainsi que deux (2) délégués dans les dépôts de cinquante (50) employés membres de l'unité d'accréditation et plus, et d'un délégué dans les dépôts de moins de cinquante (50) employés membres de l'unité d'accréditation.

Ces délégués seront libérés et payés à leur taux horaire régulier pour la durée de la rencontre, sans que cela n'occasionne le paiement d'heures en temps supplémentaire.

Le comité se réunira à une date pré-déterminée en accord avec les parties. Il est entendu que cette rencontre aura lieu dans le dépôt d'où origine(nt) le(s) grief(s).

ARTICLE Q6 – DEFINITION D'ANCIENNETÉ

Q6.01 Par Province

L'ancienneté des employés est appliquée par province, pour chaque groupe fonctionnel sauf dans les cas de l'attribution des vacances, de l'attribution des heures additionnelles

de travail et du surtemps ainsi que le droit de supplantation (bumping) qui resteront par dépôt seulement.

Dans le cas de fermeture totale ou partielle d'un dépôt alors que le travail est transféré dans un autre dépôt, les employés selon leur ancienneté pourront être transférés dans l'autre dépôt. Un tel transfert ne pourra toutefois en aucun cas entraîner de supplantation (bumping).

Si un employé devait être transféré d'un dépôt à une autre, son ancienneté sera également transférée.

Q6.02 Liste d'ancienneté

Une liste d'ancienneté sera révisée à tous les trois (3) mois suivant la signature de la convention collective et elle sera affichée en permanence sur le babillard. Une copie révisée sera simultanément transmise au Syndicat.

Dans les dix (10) jours ouvrables de l'affichage de la liste d'ancienneté révisée en conformité avec la présente clause, un employé en désaccord avec son ancienneté y figurant devra signifier son désaccord par écrit à son supérieur immédiat. Dans les sept
(7) jours calendrier suivants, le supérieur immédiat donnera à l'employé sa réponse au désaccord qui lui a été signifié. A défaut d'entente, l'employé pourra soumettre un grief conformément à l'article N3 de la présente convention, et les délais prévus seront alors calculés à compter de la réponse donnée par le supérieur immédiat ou de l'expiration de son délai pour donner une réponse.

Advenant des dates d'ancienneté identiques de nouveaux employés, le rang de date d'ancienneté sera déterminé par tirage au sort.

Q6.03 Accumulation d'ancienneté

L'employé conserve et accumule son ancienneté dans tous les cas, sauf ceux prévus au paragraphe Q6.04.

Q6.04 Perte de l'ancienneté et de l'emploi

L'employé régulier perd son ancienneté et son emploi dans les cas suivants:

(a) abandon volontaire de son emploi;

(b) congédiement pour cause juste et raisonnable;

(c) mise à pied pour une période excédant douze (12) mois;

(d) absence pour trois (3) jours consécutifs du travail sans permission ou sans excuse raisonnable;

(e) défaut de l'employé mis à pied de reprendre le travail conformément aux

dispositions du l'article Q9 de la convention collective;

(f) absence pour accident ou maladie, qualifié d'accident de travail ou non, après le vingt-quatrième (24e) mois d'absence.

Q6.05 Ancienneté des représentants syndicaux

Le Président et les Vice-Présidents du Syndicat sont considérés comme étant les employés ayant le plus d'ancienneté dans le cas de mise à pied.

Q6.06 Transfert d'ancienneté

(a) Dans tout cas où un employé d'entrepôt devient un chauffeur-propriétaire, son nom sera retiré de la liste d'ancienneté et ajouté à la liste de service des chauffeurs- propriétaires. L'ancienneté accumulée à titre de salarié rémunéré à l'heure sera alors convertie en journées de service.

(b) Dans tout cas où un chauffeur-propriétaire devient un employé d'entrepôt, son nom sera retiré de la liste de service des chauffeurs-propriétaires et ajouté à la liste d'ancienneté des employés d'entrepôt. Les années de service accumulées à titre de chauffeur-propriétaire seront alors converties en ancienneté.

(c) Les transferts de chauffeur-propriétaire à l'employé d'entrepôt, et vice- versa, ne peuvent être effectués qu'une fois par année.

ARTICLE Q7 - AFFICHAGE DE POSTES

Q7.01 Renseignements sur affichage

Les renseignements qui doivent notamment apparaître sur l'avis d'affichage d'un poste vacant ou nouvellement créé sont :

(a) le groupe fonctionnel et la classification ;

(b) l'horaire de travail ;

(c) le quart de travail ;

(d) l'échelle de salaire ;

(e) la date d'affichage et la période d'affichage ;

(f) la personne à qui les candidatures doivent être transmises ;

(g) les qualifications requises pour le poste.

Q7.02 Candidatures

Un employé régulier intéressé peut soumettre sa candidature par écrit à tout poste affiché, en complétant le formulaire fourni à cette fin par l'Employeur. Ce formulaire doit être remis à la personne désignée sur l'avis avant la fin de la période d'affichage.

Un employé régulier, s'il doit s'absenter en raison de maladie ou, avant son départ en vacances ou s'il est en mise à pied, peut postuler sur un poste spécifique (en indiquant la classification et l'horaire de travail) qui pourrait survenir au cours de son absence, en laissant une demande écrite à cette

fin à son gérant. Toutefois, l'employé concerné ne sera éligible que s'il est en mesure de combler le poste au moment prévu par l'Employeur.

Q7.03 Affichage de poste

(a) Tout poste nouvellement créé ou tout poste vacant que l'employeur a décidé de pourvoir doit être affiché dans toutes les succursales de la province pendant sept (7) jours calendrier afin que les employés puissent soumissionner par écrit pour le poste vacant. L'affichage doit fournir des informations sur la classification, le numéro de la route si applicable, la zone de service et l'horaire prévu. Une copie de l'affichage sera transmise au président de la section locale.

(b) La sélection se fera sur la base de l'ancienneté et des qualifications de l'employé dans la classification puis toute autre classification. Le candidat le plus qualifié ayant le plus d'ancienneté se verra attribuer le poste dans les sept (7) jours calendrier suivant la clôture de l'affichage. L'affichage sera attribué par ancienneté dans la province. Les employés doivent assumer leur nouvelle affectation dans un délai de trente (30) jours calendrier.

(c) Tout nouvel employé dont la date d'embauche est le 2 mai 2022 ou après doit demeurer dans son poste initial pendant une durée de 12 mois. Les employés ayant cumulé 12 mois de service ou plus ont droit à se voir attribuer un maximum de deux (2) postes au cours d'une année calendrier. Lorsque plusieurs postes sont affichés au même moment, l'employé qui soumet sa candidature à plus d'un poste doit indiquer sa préférence.

(d) Avant d'afficher à l'externe, la Compagnie rendra le poste disponible aux employés ayant moins de 12 mois de service consécutif et conformément aux règles de sélection énoncées à l'article Q7.03 (b).

(e) Il est entendu que l'Employeur pourra combler le poste en question de manière temporaire sans être tenu de respecter les règles prévues à la convention pendant la période d'affichage de poste et en attendant que le candidat sélectionné assume son nouveau poste.

(f) Cette section ne s'applique pas aux affichages de poste temporaires.

Q7.04 Qualifications requises

Dans la présente convention collective, l'expression "qualifications requises" est définie au présent article. Le terme "qualification" désigne notamment la pratique et les aptitudes nécessaires pour rencontrer les exigences d'un poste.

Afin d'obtenir un poste vacant ou nouvellement créé, le candidat qui postule doit, quelle que soit son ancienneté, posséder les qualifications et les compétences requises, au moment de postuler. L'employeur offrira aux employés des chances égales d'acquérir les qualifications et de recevoir les formations.

Q7.05 Résultat d'affichage

L'Employeur affichera le nom du candidat choisi et sur demande du Syndicat, lui transmettra une copie de l'affichage avec une liste de tous les candidats qui ont postulé et leur ancienneté.

Q7.06 Nouvelle classification

Lors de la création d'une nouvelle classification, la Compagnie transmet au Syndicat deux (2) copies de son titre, description, qualifications, le taux ou échelle de salaires et le groupe fonctionnel proposé. À la demande du Syndicat, les parties doivent se rencontrer dans les plus brefs délais pour discuter et régler tout désaccord au sujet du taux ou échelle de salaires et/ou du groupe fonctionnel. Le Syndicat doit demander par écrit la tenue d'une telle rencontre dans les dix (10) jours ouvrables suivants la réception desdites informations, à défaut de quoi il ne pourra avoir recours à la procédure

de griefs et d'arbitrage.

S'il subsiste un désaccord à l'issue de la rencontre, le Syndicat peut référer le cas directement à l'étape écrite de la procédure de griefs et ce, dans les dix (10) jours ouvrables suivants ladite rencontre. Dans un tel cas, les dispositions prévues à l'articles N3 de la présente convention s'appliqueront. Toutefois, le recours à la procédure de grief n'empêchera nullement la Compagnie de combler le poste avec le taux, l'échelle de salaire et le groupe fonctionnel qu'elle aura choisis, le tout jusqu'à décision finale aux termes du processus d'arbitrage.

Q7.07 Période de familiarisation

(a) L'employé a droit à une période de familiarisation de sept (7) jours calendrier à son nouveau poste, à la condition qu'il ait été muté dans un groupe fonctionnel autre que celui qu'il détenait.

(b) A la fin de la période de familiarisation prévue en (a), l'employé peut retourner à son ancien poste sans perte de droits et privilèges. De la même manière, à la fin de cette période de familiarisation prévue en (a), la Compagnie peut retourner l'employé à son ancien poste, le tout sous réserve de la procédure de règlement de grief et d'arbitrage. L'article présent ne s'applique pas aux postes nécessitant une formation spécialisée telle que définie à l'article Q7.08.

Q7.08 Formation spécialisée

(a) Toutes les séances de formation spécialisée doivent être affichées dans toutes les succursales de la province pendant sept (7) jours calendrier afin que les employés puissent manifester leur intérêt par écrit. Une copie de l'affichage sera transmise au président de l'unité locale.

(b) Pour être sélectionné à une formation spécialisée, l'employé devra satisfaire aux critères préalables établis pour la formation spécifique et réussir un test préalable. Dans le cadre du processus de sélection, les employés se verront offrir la possibilité d'observer un autre employé exécutant les tâches liées à la formation spécialisée. L'employé devra reconfirmer son intérêt pour la formation spécialisée avant d'y être inscrit.

(c) L'employé qui réussit la formation spécialisée et obtient la certification devra s'engager à accomplir les tâches pendant toute la durée de la certification et à demeurer dans son poste actuel, sauf si un poste nécessitant la même compétence spécialisée est disponible sur un autre quart de travail.

(d) La Compagnie se réserve le droit d'évaluer la performance de toute personne occupant un poste nécessitant une compétence spécialisée et d'exercer ses droits de gestion pour réaffecter un employé à un poste ne nécessitant pas cette compétence spécialisée afin de maintenir les normes opérationnelles.

ARTICLE Q8 - POSTES TEMPORAIREMENT VACANTS

Q8.01 Poste temporairement vacant

Un poste est temporairement vacant dans les cas suivants:

Le titulaire du poste est absent de son poste de travail, mais demeure à l'emploi de la Compagnie ou est absent à cause de maladie certifiée par un médecin.

Dans le cas d'absence de moins de 30 jours calendrier, l'Employeur peut le combler de la façon dont il juge la plus adéquate tout en respectant l'ancienneté et les qualifications des employés.

Dans le cas d'un poste vacant depuis plus de 30 jours calendrier où lorsque l'Employeur est en mesure de déterminer que la durée de l'absence du titulaire excédera 30 jours calendrier, il est affiché et comblé conformément à l'article Q7.03 de la présente convention.

Lorsqu'un employé revient au travail suite à une absence, il réintègre le poste qu'il détenait avant son absence, à moins que son poste ait été aboli ou modifié auquel cas l'employé exerce ses droits d'ancienneté pour fins de déplacement conformément à la procédure prévue à l'article Q9 de la présente convention collective.

L'employé qui remplace un employé absent affecté par le retour de l'employé titulaire du poste retourne à son poste régulier permanent.

Q8.02 Assignation temporaire

Un employé qui travaille temporairement à un autre poste reçoit le salaire du poste le mieux rémunéré pour toutes les heures travaillées à ce poste, après deux (2) heures consécutives.

ARTICLE Q9 - MISES À PIED ET RAPPELS

Q9.01 Avis et délais lors de l'abolition ou de la modification d'un poste

Les employés sont affectés à des postes à temps complet ou à des postes à temps partiel. Dans les cas de mise à pied et d'abolition de postes, et sous réserve du sous- alinéa e) du présent paragraphe, la procédure suivante sera appliquée, séparément à l'intérieur de chaque section et de chaque succursale:

(a) C'est la prérogative de l'Employeur que de déterminer l'employé qui doit faire l'objet d'une mise à pied.

(b) L'employé qui est ainsi mis à pied, s'il possède une ancienneté supérieure, peut alors déplacer un employé possédant moins d'ancienneté dans un poste identique et de même statut ou, s'il n'en existe aucun, il peut déplacer, dans la mesure où il possède les qualifications requises, un employé possédant moins d'ancienneté dans un autre poste.

(c) L'employé qui est ainsi déplacé, s'il possède une ancienneté supérieure, peut alors déplacer un employé possédant moins d'ancienneté dans un poste identique et de même statut ou, s'il n'en existe aucun, il peut déplacer, dans la mesure où il possède les qualifications requises, un employé possédant moins d'ancienneté dans un autre poste.

(d) L'employé qui est ainsi déplacé, s'il possède une ancienneté supérieure, peut alors déplacer un employé possédant moins d'ancienneté dans un poste identique et de même statut ou, s'il n'en existe aucun, il peut déplacer, dans la mesure où il possède les qualifications requises, un employé possédant moins d'ancienneté dans un autre poste.

(e) Il est entendu que l'application du présent paragraphe ne peut entraîner plus de trois (3) mutations à l'intérieur de la section visée.

L'application des mécanismes de déplacement prévus au présent paragraphe Q9.01 sera faite dans un délai d'une semaine de l'annonce de la première mise à pied. Chaque personne impliquée sera convoquée, à tour de rôle et dans ce délai, par l'Employeur qui procédera au déplacement, sur papier, en présence du représentant syndical. Une copie du document exprimant le choix d'un employé sera remise au représentant syndical.

Chaque employé disposera d'un maximum de vingt-quatre (24) heures consécutives pour exprimer son choix d'une personne à déplacer. Si un employé est absent du travail lors de l'application de la

procédure de déplacement, l'Employeur choisira en son nom, afin de ne pas retarder le processus.

Q9.02 Liste de rappel

Tous les employés mis à pied seront inscrits sur une liste de rappel, affichée en permanence. Le dernier employé mis à pied sera le premier à être rappelé. Il y aura une liste de rappel par section et par succursale.

Q9.03 Avis de rappel

(a) Dans l'éventualité du rappel d'un employé mis à pied, l'Employeur devra lui donner un avis de rappel par courriel ou par lettre recommandée expédiée à son adresse telle qu'elle apparaît au dossier de l'Employeur. Après livraison à ladite adresse de l'avis de rappel, l'employé doit aviser son Employeur de son intention de retourner au travail conformément aux dispositions de l'alinéa (b) du présent paragraphe.

(b) Si l'employé a été mis à pied pour une période de plus de trente (30) jours, il avisera son Employeur dans les deux (2) jours ouvrables suivant de son intention de retourner au travail. Il aura sept (7) jours calendrier pour se rapporter au travail, y compris les deux (2) jours ouvrables d'avis.

Si la période de mise à pied est moindre que trente (30) jours, l'employé avisera son Employeur dans les deux (2) jours ouvrables suivant de son intention de retourner au travail. Il aura un (1) jour ouvrable additionnel pour se rapporter au travail.

(c) Dans l'éventualité où l'employé fait défaut de répondre audit avis de rappel, il devra être considéré comme ayant volontairement fait cession de ses droits, sauf s'il en a été empêché en raison d'un accident ou d'une maladie professionnelle prouvée ou pour toute autre raison assimilable à un cas de force majeure, dont le fardeau de la preuve lui incombera.

(d) Au cours de la période nécessaire pour l'application des alinéas (a) et (b) du pré sent paragraphe Q9.03, l'Employeur pourra combler ses besoins par des employés occasionnels.

Q9.04 Changement d'horaire de travail

Dans le cas d'un changement à l'heure de début de son quart de travail, de plus de deux (2) heures, un employé régulier à temps complet pourra se prévaloir de la procédure de déplacement prévue au paragraphe Q9.01.

ARTICLE Q10 - HEURES ET SEMAINE DE TRAVAIL

Q10.01 Dispositions générales

La semaine régulière de travail des employés de la section bureau est de trente-sept heures et demie (37 1/2) alors qu'à l'intérieur de la section entrepôt, la semaine régulière de travail des chauffeurs urbains est de quarante-cinq (45) heures, celle des conducteurs routiers est de soixante (60) heures et celle des autres employés est de quarante (40) heures.

La semaine de travail est du lundi au dimanche.

Le conducteur urbain est celui qui accomplit ses tâches à l'intérieur d'un rayon de quarante (40) kilomètres de son dépôt.

Sauf lors d'un cas fortuit, un employé qui se présente au travail à la demande de la Compagnie pour

son quart de travail cédulé et pour lequel aucun travail n'est disponible, sera payé pour ses heures normales de travail cédulées lors de ladite journée.

Q10.02 «Split shift»

Les opérations de l'Employeur sont telles qu'il est nécessaire dans plusieurs cas d'avoir des cédules de travail à heures coupées «split shift». Lorsque cela est nécessaire, l'amplitude de la journée de travail n'excédera normalement pas douze (12) heures.

Aux fins du présent alinéa, on entend par «split shift» un horaire quotidien de travail interrompu par une période d'inactivité d'une durée variable, en sus de l'heure prévue pour le repas.

Les employés peuvent s'entendre avec l'Employeur quant à l'endroit où stationner leur véhicule durant la période d'interruption de travail. À défaut d'une telle entente, l'employé devra stationner le véhicule à l'endroit désigné par l'Employeur et pourra se prévaloir de la procédure de règlement des griefs si la décision de l'Employeur est déraisonnable.

Il est entendu que l'employé aura l'entière liberté d'accepter ou de refuser de travailler durant ladite période d'attente.

Q10.03 Période de repos (pause-café)

Les employés auront un repos intercalaire n'excédant pas quinze (15) minutes, sans perte de paie, dans la première partie du quart de travail et un autre repos intercalaire n'excédant pas quinze (15) minutes, sans perte de salaire dans la seconde partie du quart de travail. Les employés auront droit à trente (30) minutes pour le dîner, sans paie.

Les employés de bureau auront droit à une demi-heure pour le dîner, sans paie.

Q10.04 Lors d'un rappel - garantie de quatre (4) heures

Tous les employés qui sont rappelés au travail à la fin de leur journée de travail après avoir quitté les lieux de l'Employeur bénéficieront, lors d'un tel rappel, d'un minimum garanti de quatre (4) heures de travail au taux applicable.

Q10.05 Horaire 4/10

Les parties conviennent de mettre en place un horaire 4/10 et des quarts de travail de 10 heures, tel que stipulé à l’article N35 de la Convention-cadre nationale, conformément aux modalités suivantes :

1. Cet horaire sera en vigueur pendant toute la durée de la convention collective.

2. Des quarts de travail de 10 heures seront offerts dans tous les établissements de la province de Québec où il y a des besoins opérationnels.

3. Tous les horaires de 10 heures seront planifiés selon les critères ci-dessous :

    a. Les quarts de 10 heures comprendront une présence planifiée de 11 heures par jour pour dix (10) heures de travail et incluront deux (2) pauses payées de quinze (15) minutes et deux (2) pauses non payées de trente (30) minutes, conformément à l’article Q10.01.

b. Les heures supplémentaires seront payées après 10 heures travaillées par jour et après 40 heures travaillées par semaine.

c. Ces modalités s'appliquent uniquement aux postes permanents à temps plein et à temps partiel, toutes classifications confondues. L'entreprise se réserve le droit d'ajouter du personnel à temps partiel et occasionnel avec d'autres horaires de travail selon les besoins opérationnels.

4. Les parties conviennent qu'un maximum de 60 % des postes dans un lieu donné peut être composé d'horaires quotidiens de 10 heures. Toute modification de ce ratio doit être convenue mutuellement entre l'entreprise et le syndicat. Aucun poste occupé au moment de la ratification de la lettre d'entente ne sera converti en horaire de 10 heures, sauf entente mutuelle entre les parties et l'employé. Si un poste régulier à temps plein ou à temps partiel devient vacant, l'entreprise se réserve le droit de convertir le poste en horaire de 10 heures selon les besoins opérationnels.

ARTICLE Q11 - TEMPS SUPPLÉMENTAIRE

Q11.01 Définition

Pour les fins du calcul du temps supplémentaire, la journée régulière de travail des employés de la section bureau est de sept heures et demie (7 1/2) alors qu'à l'intérieur de la section dépôt, la journée régulière de travail des chauffeurs est de neuf (9) heures, celle des chauffeurs routiers étant de douze (12) heures, et celle des autres employés étant de huit (8) heures.

Dans tous les cas où un employé travaille au-delà de la journée régulière de travail ou au-delà de la semaine régulière de travail, il sera rémunéré à 150 % du taux régulier

De plus, l'employé qui est rappelé au travail pour effectuer du temps supplémentaire au- delà de la semaine normale de travail recevra une rémunération minimum de quatre (4) heures payées à son taux régulier.

Q11.02 Temps supplémentaire - Attribution

(a) Lorsqu'il s'agit de compléter la journée normale de travail, le temps supplémentaire sera offert à l'employé le plus ancien, présent au travail, par classification. Dans les autres cas, les employés pourront inscrire leur nom sur une liste indiquant leur disponibilité pour effectuer du temps supplémentaire et l'Employeur s'engage à les appeler à tour de rôle lorsque du temps supplémentaire sera disponible. L'employé qui refusera une assignation en temps supplémentaire sera réputé l'avoir acceptée, pour les fins de la tenue de la liste.

Aux fins du paragraphe précédent, s'il s'avérait que l'Employeur ne puisse rejoindre l'employé concerné, il devra le faire attester par le délégué d'atelier ou son assistant ou par tout autre employé assujetti à cette convention. Dès lors, cet employé perdra son droit de travail pour ce jour s'il fait défaut de répondre à l'appel de l'Employeur.

(b) Il est entendu que l'employeur aura droit d'exiger, par ordre inverse d'ancienneté, que les employés effectuent du temps supplémentaire si aucun autre employé n'acceptait d'accomplir le travail en application des mécanismes prévus aux alinéas précédents.

(c) La liste sur laquelle les employés peuvent inscrire leur disponibilité pour effectuer du temps supplémentaire sera affichée, par période de deux (2) semaines complètes. La clôture de l'affichage sera à 17:00 le vendredi précédant la première semaine visée par la période d'affichage.

(d) Il est entendu que l'employé qui n'aura pas inscrit son nom sur la liste ne pourra réclamer ledit temps supplémentaire lorsque requis par l'Employeur.

Q11.03 Heures additionnelles - attribution

Lorsqu'il s'agit d'attribuer des heures de travail additionnelles, qui n'impliquent pas le paiement de temps supplémentaire, l'Employeur favorisera l'employé ayant le plus d'ancienneté, présent au travail, par classification.

ARTICLE Q12 - CONGÉS FÉRIÉS

Q12.01 Énumération

Les jours suivants sont des jours de congés fériés, chômés et payés pour tous les employés réguliers à plein temps et employés réguliers à temps partiel :

- le jour de l'An;
- le Vendredi Saint;
- la Fête de la Reine;
- la Fête Nationale (24 juin);
- le Jour de la Confédération (1er juillet);
- la Fête du Travail;
- le jour de la vérité et de la réconciliation;
- le Jour de l'Action de Grâces;
- le Jour de Noël;
- le 26 décembre;

Dans chaque succursale, et séparément pour chacune des sections, l'Employeur peut reporter la prise d'un congé férié à une autre date si la majorité des employés visés est d'accord.

Q12.02 Paie du congé férié

La paie du congé férié est l'équivalent du salaire que l'employé régulier à temps complet aurait gagné, selon son taux horaire, pour une journée normale de travail. Dans le cas des autres employés, la paie du congé férié est égale à la moyenne des gains journaliers, à l'exclusion des heures supplémentaires, pendant les vingt (20) jours où l'employé a travaillé avant le congé férié.

Q12.03 Congé férié durant les vacances

Tout congé férié tombant dans la période de vacances de l'employé sera payé en surplus sur la paie de vacances ou, au choix de l'employé, il aura droit de prendre des journées de vacances payées supplémentaires.

ARTICLE Q13 - VACANCES

Les dispositions suivantes régiront les droits aux congés annuel pour la province du Québec jusqu'au 1er janvier 2021, date à laquelle les droits prévus à l'article N28 de l'Accord-Cadre National s'appliqueront.

Q13.06 Calcul de la paie

La paie de vacances se calcule au taux de deux pourcent (2%) du salaire brut gagné pendant l'année de référence, pour chaque semaine de vacances auxquelles l'employé a droit.

Q13.07 Année de référence et anniversaire de service

Pour les fins du calcul de la paie de vacances, l'année de référence est du 1er janvier de l'année précédente au 31 décembre de l'année courante.

Faire le prorata pour la première (1e) année de la convention

Lorsqu'un employé atteint un anniversaire de service au cours d'une année de référence, le congé supplémentaire et l'indemnité de vacances sera attribuée le 1er janvier suivant de l'année au cours de laquelle ils ont atteint l'anniversaire.

Q13.08 Attribution - Base rotative

(a) Au plus tard le 1er janvier de chaque année, l'Employeur affichera une liste ou des listes de vacances et chaque employé fera son choix selon l'ordre d'ancienneté. Ces choix doivent être faits au plus tard le 28 février de chaque année. Tout employé qui ne choisit pas ses vacances au 28 février aura abandonné ses droits d'ancienneté pour le choix des vacances.

Le 31 mars, la Compagnie affichera dans chaque dépôt la cédule de vacances finale.

(b) L'employé soumettra trois (3) choix de vacance par ordre de préférence sur un formulaire déterminé par l'Employeur.

(c) Un employé a droit de prendre jusqu'à concurrence de trois (3) semaines de vacances au cours de la période s'échelonnant du 1er juin au 1er septembre de chaque année. Les droits au congé annuel restants, s'il y a lieu, doivent être pris en dehors de cette période toujours selon l'ordre d'ancienneté.

Q13.09 Vacances obligatoires

Tous les employés doivent obligatoirement prendre toutes leurs vacances annuelles. L'exception à cette règle est pour l'employé qui a été absent de son travail durant l'année en cours pour une plus longue période de temps que ses vacances annuelles.

Dans de tel cas, l'employé devra signer une déclaration de non-responsabilité à son Employeur.

Q13.10 Remise de la paie de vacances

Chaque employé reçoit, avec la paie précédant son départ en vacances, l'indemnité de vacances acquises durant la dernière année de référence, payée à raison de 4%, 6%, 8%,10% ou 12% selon le cas, de ses gains totaux bruts. L'indemnité de vacances est remise avec la paie normale et le cumulatif de la période de référence ainsi couverte devra être indiqué clairement.

Q13.11 Lors de la terminaison d'emploi

Lorsqu'un employé quitte l'emploi pour toute raison ou est terminé par l'Employeur, il est payé pour toutes ses vacances acquises durant la dernière année de service continu qui n'ont pas été prises, en plus des vacances pour l'année courante, payées à raison de 4%, 6%, 8%, 10% ou 12% selon le cas de ses gains bruts.

Q13.12 Nombre de vacanciers en même temps – 15%

(a) Dans chaque succursale, l'Employeur permet à 15% des employés de chaque section de partir en vacances en même temps. Les employés peuvent choisir un maximum de trois (3) semaines consécutives. L'Employeur permettra à plus d'employés de partir en vacances en même temps s'il est possible de le faire.

(b) Pour le mois de novembre, dans chaque dépôt, l'Employeur permet à 5% des employés, avec un minimum d'un (1) employé de chaque section de partir en vacances en même temps. Les employés peuvent choisir un maximum de trois (3) semaines consécutives. L'Employeur permettra à plus d'employés de partir en vacances en même temps s'il est possible de le faire.

c) Entre le 1er et le 24 décembre inclusivement, dans chaque dépôt, l'Employeur ne permet pas la prise de vacances aux employés en raison des impératifs opérationnels en période de pointe.

ARTICLE Q14 - CONGÉS SOCIAUX

Q14.02 Lors du mariage de l'employé

À l'occasion du jour de son mariage, un employé peut s'absenter pour une période d'un jour, sans perte de salaire.

Q14.03 Lors du mariage d'un enfant

À l'occasion du mariage d'un enfant, l'employé peut s'absenter le jour du mariage, sans paie.

Q14.04 Scrutin

Les jours de scrutin, tout employé peut exercer son droit de vote et, à cette fin, il lui est accordé les heures prévues par la loi, sans perte de salaire. Il est interdit de modifier un horaire de travail pour une journée de scrutin.

Q14.05 Perte du permis de conduire

(a) L'employé qui doit, dans le cadre de son travail, conduire un véhicule, et dont le permis de conduire est suspendu ou révoqué en raison de faits qui ne sont pas liés à l'exécution de son travail, aura droit à un permis d'absence sans paie et sans perte d'ancienneté pour une période égale à la suspension ou la révocation, plus deux mois, sans excéder quatorze (14) mois au total. Pendant la durée d'un tel permis d'absence, l'employé n'a droit à aucun bénéfice quel qu'il soit en vertu de la présente convention collective. De plus, un employé ne pourra obtenir un tel permis d'absence qu'à une seule reprise pendant la durée de cette convention collective.

(b) Un employé qui doit, dans le cadre de son travail, conduire un véhicule et dont le permis de conduire est suspendu ou révoqué doit en informer immédiatement l'Employeur, sous peine de congédiement sans aucun recours en vertu de la pré- sente convention collective.

Il est entendu que l'Employeur peut exiger en tout temps qu'un employé lui exhibe son permis de conduire.

ARTICLE Q15 - PAIEMENT DES SALAIRES

Q15.01 Chèque de paie - inscriptions

En plus du salaire, l'Employeur fournit un relevé indiquant le nom, le prénom, la date de la période de paie, les heures travaillées, le temps supplémentaire, les primes, le titre d'emploi, les déductions effectuées, le montant brut du salaire et le montant net du salaire.

Q15.02 Distribution de la paie

La paie sera remise par l'Employeur par dépôt direct, à chaque deux (2) semaines, le vendredi.

Q15.03 Erreur sur la rémunération plus de vingt-cinq dollars (25,00 $)

S'il y a erreur de plus de vingt-cinq dollars (25,00 $) sur la paie d'un employé, l'employé se devra de faire la demande par écrit à son supérieur immédiat au plus tard dans les deux (2) jours ouvrables suivant la réception de la paye. Suite à la validation de la demande (sera fait la même journée de la réception de la demande écrite) l'Employeur paiera la différence au plus tard dans les deux (2) jours ouvrables.

Q15.04 Lors de la cessation de l'emploi

Au départ d'un employé, l'Employeur lui remet un état signé des montants dus en salaire et en bénéfices marginaux, et une attestation écrite de la période d'emploi.

Q15.05 Période de paie suivant le départ

L'Employeur remet ou expédie à l'employé, à la période de paie suivant son départ, le chèque de paie de l'employé, y incluant ses bénéfices marginaux.

ARTICLE Q16 - ACCIDENT DE TRAVAIL

Q16.01 Application de la Loi

(a) L'Employeur convient qu'il doit se conformer à la Loi sur les accidents du travail et les maladies professionnelles.

(b) L'Employeur convient de compléter et de faire parvenir les formules de réclamations d'accidentés aux autorités concernées dans les vingt-quatre (24) heures suivant l'application dudit accidenté.

Q16.02 Avances

(a) Dans l'éventualité où un employé est incapable de travailler à cause d'un accident de travail et qu'il n'existe aucun doute concernant la validité de sa réclamation, l'Employeur avancera audit employé les bénéfices hebdomadaires égaux à ceux qu'il recevra de la *CNESST*, et ce, pour les premiers dix (10) jours ouvrables et ensuite à partir de la troisième (3e) semaine suivant la déclaration signée de l'employé jusqu'au premier chèque reçu de ladite Commission.

(b) Dans de tels cas, l'employé devra signer la formule de la *CNESST* et il devra aussi rembourser son Employeur pour toutes les sommes qui lui auront été avancées.

(c) L'employé devra consentir à donner l'adresse de son Employeur aux fins de la réception des chèques de la *CNESST*.

ARTICLE Q17 - EXAMEN MÉDICAL

Q17.01 En cas d'incapacité - procédure à suivre

Si, à la suite d'un examen médical requis par l'Employeur, un employé est jugé physiquement incapable de remplir ses fonctions régulières, la procédure suivante sera suivie:

(a) L'Employeur devra aviser le Syndicat des résultats médicaux ayant trait à l'employé. Si le Syndicat ou l'employé ne sont pas d'accord avec lesdits résultats, l'employé aura droit, à ses propres frais, d'être examiné par son médecin de famille.

(b) Lorsque le médecin nommé par l'Employeur et le médecin de famille de l'employé ne sont pas d'accord sur l'état physique d'un employé, les deux (2) médecins choisiront un autre médecin pour fins de consultation qui examinera l'employé en ce qui a trait aux points en question.

(c) Les résultats du médecin choisi pour fins de consultation seront finaux et sans appel pour toutes les parties.

(d) La rémunération du médecin choisi pour fins de consultation sera payée par l'Employeur.

(e) Si le médecin choisi pour fins de consultation considère l'employé capable de remplir les fonctions de son poste, alors l'employé ne perdra pas de salaire à cause de son retrait temporaire de ses fonctions régulières.

(f) Si un employé est devenu incapable en permanence d'accomplir les fonctions de son poste habituel sans bénéficier ou continuer de bénéficier du régime d'assurance groupe ou de l'indemnisation prévue à la Loi sur les accidents du travail et les maladies professionnelles, il aura droit de déplacer un employé moins ancien dans une autre classification, pourvu qu'il soit en mesure d'accomplir les exigences de la tâche.

ARTICLE Q19 - RÉGIME D'ASSURANCE COLLECTIVE

Q19.01 Contributions obligatoires de l'Employé

L'Employeur déduira de la paie de l'employé un montant maximal de cent cinquante dollars (150,00$) par mois, et ce, pour la durée de la présente convention. La Compagnie fera la remise mensuellement de tout montant autorisé par écrit par le Syndicat.

Q19.02 Contributions obligatoires de l'Employeur

L’Employeur s’engage à rembourser les coûts mensuels des avantages sociaux excédant cent cinquante dollars (150 $).

Q19.03 L'Employeur s'engage également à payer sa contribution mensuelle dans les cas ci-après:

1) Dans le cas où un employé se verrait dans l'incapacité de travailler à cause d'accident ou de maladie, pour une période n'excédant pas douze (12) mois consécutifs, l'Employeur s'engage à continuer de verser ses contributions précitées.

2) Dans le cas d'une suspension ou de toute autre mesure disciplinaire autre que congédiement pouvant être contestée par le processus de grief, en accord avec la présente convention, l'Employeur s'engage à continuer le versement de toutes les contributions stipulées dans la présente jusqu'au et incluant le jour où une entente aura été convenue entre les parties ou qu'une décision définitive aura été rendue par la Cour de juridiction compétente, le tout sous toutes réserves du droit de l'Employeur à réclamer ces contributions, de l'employé uniquement, dans le cas où le grief aura été éventuellement rejeté par la Cour du dernier recours pré mentionné. Les mêmes dispositions seront applicables pour toute affaire contestée où l'inclusion ou l'exclusion de l'individu concerné à l'intérieur de l'unité de négociation est mise en doute par l'une des parties.

3) Nonobstant ce qui précède:

(a) dans l'éventualité d'une mise à pied, de chômage temporaire ou de congé avec permission, l'Employeur continuera de verser les contributions pour l'employé concerné pour le mois où la mise à pied, le chômage temporaire ou le congé avec permission a été fait et le mois suivant ladite mise à pied, ledit chômage temporaire ou ledit congé avec permission;

(b) dans l'éventualité d'un congédiement contesté par un grief, l'Employeur continuera de verser les contributions pour l'employé concerné durant le mois où le congédiement a été fait et l'employé devra par la suite payer lui-même la totalité des primes d'assurance.

L'Employeur s'engage toutefois, advenant que l'employé ait gain de cause, à lui rembourser la totalité des contributions qui auraient autrement été payables par l'Employeur durant cette période et effectivement payées par l'employé.

Q19.04 Avantages

1) La Compagnie offrira un programme complet de prestations de maladie et d'aide sociale aux employés réguliers temps-plein et à temps-partiel admissibles. Le programme fera partie de la convention collective.

Ces avantages sociaux comprennent :

(a) l'assurance médicale majeure;

(b) le régime d'assurance dentaire;

(c) les prestations de soins de la vue;

(d) l'optométriste;

(e) l'assurance vie;

(f) l'assurance en cas de décès ou de mutilation accidentels;

(g) l'assurance invalidité de courte durée;

(h) les soins de chiropratique (max. de 500,00 $ par an chacun);

(i) l'assurance invalidité de longue durée;

(j) l'assurance contre les agression criminelles;

(k) l'assurance en cas de décès ou de mutilation accidentels (facultative).

La Compagnie s'engage à fournir à tous les employés rémunérés à l'heure admissibles des détails et des renseignements à jour sur tous les programmes d'avantages sociaux auxquels les employés rémunérés à l'heure couverts par la présente convention collective ont le droit de participer. Cette brochure doit être fournie à la date de l'embauche.

2) La Compagnie mettra à la disposition de tous les employés rémunérés à l'heure admissibles et de leurs personnes à charge un régime d'assurance accidents collective pour les employés rémunérés à l'heure qui s'inscrivent volontairement au régime et qui continuent à payer les primes mensuelles requises.

3) Assurance médicale majeure :

La date d'entrée en vigueur du régime d'assurance médicale gros risques est de trente (30) jours pour les employés rémunérés à l'heure à temps plein et de quatre- vingt-dix (90) jours pour les employés rémunérés à l'heure à temps partiel.

Les employés rémunérés à l'heure couverts par cet avantage auront droit à une carte de paiement des médicaments assortie d'une franchise applicable par utilisation.

4) Régime d'assurance dentaire :

La date d'entrée en vigueur du régime d'assurance dentaire est le premier (1er) jour du mois suivant la période d'attente de trois (3) mois.

Le régime d'assurance dentaire prévoira ce qui suit :

Le régime A (couverture à 100 %) comprend :

(a) les services de diagnostic
(b) les services de prévention
(c) les services chirurgicaux
(d) les services de restauration
(e) les services prothétiques
(f) l'endodontie
(g) la parodontologie

Le régime B (couverture à 50 %) comprend :

(a) les couronnes ou les ponts
(b) les prothèses partielles
(c) les prothèses totales supérieures et inférieures

Les tarifs seront conformes au barème actuel de l'O.D.A. Il est en outre convenu que le barème actuel de l'O.D.A. est instauré lorsque la compagnie d'assurance est informée du changement de tarif conformément au contrat d'assurance.

Il n'y aura pas de franchise pour les services ci-dessus.

5) Prestations de soins de la vue :

La société remboursera à 100 % les soins d'optométrie jusqu'à cent dollars (100 $) tous les vingt-quatre (24) mois pour tous les employés et les personnes à charge admissibles.

6) Assurance vie : voir l'article N22 de l'Accord-Cadre National.

7) Assurance en cas de décès ou mutilation accidentels : voir l'article N22 de l'Accord- Cadre National.

8) Prestation d'invalidité de courte durée :

Les prestations d'invalidité de courte durée commencent le premier jour de l'accident ou de l'intervention chirurgicale et le quatrième jour de la maladie. Les prestations sont basées sur soixante-dix pour cent (70 %) de la rémunération hebdomadaire moyenne des quinze (15) premières semaines, jusqu'à concurrence du plafond de l'assurance-emploi. Aux fins du présent article, la rémunération hebdomadaire moyenne sera calculée sur la base des six (6) semaines précédant l'invalidité.

Il est reconnu que ces améliorations, ainsi que les améliorations passées et continues de l'ensemble d'avantages sociaux des employés, satisfont à l'exigence de l'assurance-emploi

de rembourser une partie de toute réduction des cotisations d'assurance-emploi. Tout avantage tiré de leur part de la réduction ou des rabais des cotisations d'assurance-emploi qui pourraient être accordés sera utilisé pour aider à couvrir les coûts accrus de l'employeur liés au maintien de l'ensemble des régimes d'avantages sociaux assurés offerts aux termes de la convention collective.

9) Prestation d'invalidité de longue durée :

Après quatre-vingt-dix (90) jours de travail, la société offrira aux employés rémunérés à l'heure admissibles un régime collectif d'assurance invalidité de longue durée (continuation du salaire). L'admissibilité commence après quinze (15) semaines. Le régime prévoit une rente d'invalidité basée sur soixante-dix pour cent (70 %) de la rémunération hebdomadaire moyenne jusqu'à concurrence de deux cent cinquante dollars (250,00 $) par semaine. Les employés rémunérés à l'heure auront cent vingt (120) jours pour déposer leur demande de prestations d'invalidité de longue durée. La durée totale de la période d'invalidité sera de deux (2) ans au maximum, calculée à partir du début de la demande de prestations d'invalidité de courte durée.

10) (a) La Compagnie s'engage à payer les employés rémunérés à l'heure après une période d'attente de deux (2) semaines à compter du moment où les formulaires sont remplis et où les soins médicaux sont reçus pour toute demande d'indemnité hebdomadaire présentée de bonne foi.

Dans le cas où la Compagnie est tenue d'avancer des fonds à l'employé rémunéré à l'heure, le bénéficiaire de la demande d'indemnité hebdomadaire s'engage à rembourser à la Compagnie un montant équivalent dans les deux (2) jours ouvrables

suivant la réception du paiement de l'indemnité hebdomadaire de la part de la compagnie d'assurance.

Si le remboursement à la Compagnie venait à être déclaré sans provision par la banque, le montant du remboursement sera automatiquement déduit de la prochaine paie de l'employé rémunéré à l'heure, ou du congé annuel accumulé restant.

11) La Compagnie fournira une assurance contre les voies de fait à tous les employés rémunérés à l'heure inscrits sur la liste de paie à partir de la date d'embauche, pour un montant de vingt mille dollars (20 000,00 $).

12) Assurance facultative en cas de décès ou mutilation accidentels :

Il s'agit d'un régime distinct. La couverture de ce régime est facultative et offerte à chaque employé rémunéré à l'heure, à ses propres frais.

13) Couverture des soins médicaux majeurs, des soins dentaires et des soins de la vue pour les personnes à charge :

Toute nouvelle personne à charge admissible (conjoint, enfants non mariés) doit être inscrite pendant la période d'admissibilité de trente et un (31) jours. L'admissibilité est définie comme la période des trente et un (31) premiers jours après qu'un employé rémunéré à l'heure acquiert une personne à charge.

14) Déclaration du statut de conjoint de fait pour l'admissibilité aux prestations : L'employé rémunéré à l'heure doit remplir un document de déclaration du statut pour pouvoir bénéficier des prestations de maladie et d'aide sociale. L'admissibilité commence après un (1) an du Syndicat de fait; la couverture des personnes à charge ne peut être demandée que pendant la période d'admissibilité des trente et un (31) premiers jours.

Un conjoint est réputé être :

(a) Une personne mariée à l'employé rémunéré à l'heure à la suite d'une cérémonie civile ou religieuse valide, y compris une personne séparée de l'employé rémunéré à

l'heure;

(b) Une personne du sexe opposé ou un partenaire du même sexe avec lequel l'employé rémunéré à l'heure est en Syndicat de fait pendant au moins douze (12) mois consécutifs avant la date à laquelle la réclamation a été faite. (L'Syndicat de fait signifie une cohabitation continue et une représentation publique du statut de personne mariée.)

ARTICLE Q20 - PLAN DE PENSION

Le Régime de retraite des employés rémunérés à l'heure de DHL Express (Canada) ltée pour Teamsters Québec local 931, numéro d'enregistrement de l'ARC 1065515 (le « Régime de retraite des employés rémunérés à l'heure ») sera gelé à compter du 31 décembre 2020. Chaque employé inscrit au Régime de retraite des employés rémunérés

à l'heure à la date du 31 décembre 2020 cessera d'accumuler des heures créditées et avantages sous l'égide du régime à compter du 31 décembre 2020 et deviendra admissible le 1er janvier 2021 à participer au Régime de retraite multi-employeurs d'Unifor sous réserve de l'article N7 de l'Accord-Cadre National et conformément à celle-ci. Aucune prestation de retraite ne sera acquise dans le cadre du Régime de retraite des employés rémunérés à l'heure à partir du 1er janvier 2021.

Il est convenu que DHL peut choisir, à sa discrétion, de continuer à exploiter le Régime de retraite des employés rémunérés à l'heure, de le liquider ou de le fusionner avec un autre régime de retraite, et qu'elle consultera le syndicat avant de le faire. Le syndicat reconnaît que la société conserve le pouvoir de prendre toutes les décisions relatives au plan horaire, y compris le calendrier de ces décisions.

ARTICLE Q21 - CONTRAVENTIONS

Q21.01 Responsabilités de l'Employeur

Aucun conducteur ne sera requis de contrevenir aux lois de la circulation ou aux lois ayant trait au chargement des véhicules. Si un conducteur obtient une contravention ou une citation de stationnement en suivant les instructions de l'Employeur, l'Employeur sera responsable pour une telle contravention. Les contraventions ou citations données à l'employé doivent être soumises à l'Employeur dans les quarante-huit (48) heures et si elles ne sont pas remises dans ce délai, l'Employeur ne sera pas responsable du paiement.

Q21.02 Responsabilités de l'employé

Les contraventions obtenues lorsque le véhicule est en marche seront la responsabilité unique du conducteur; c'est-à-dire, vitesse, ne pas arrêter à un signal ou feu d'arrêt, conduite inappropriée et conduite dangereuse.

ARTICLE Q22 - CHANGEMENTS TECHNOLOGIQUES

Q22.01 Description

Dans l'éventualité d'une amélioration technique ou technologique ou d'une modification quelconque dans la structure ou le système administratif de l'Employeur, ou dans les procédés de travail ou dans les cas d'abolition de fonctions, l'Employeur doit, de concert avec le Syndicat, tout mettre en œuvre afin de permettre à l'employé affecté de s'adapter auxdites améliorations, modifications ou transformations.

Q22.02 Adaptation - Aucune baisse de salaire

Aucun employé ne subit de baisse de salaire par suite d'améliorations techniques ou technologiques ou de transformations ou modifications quelconques dans la structure ou dans le système administratif de l'Employeur, ainsi que dans les procédés de travail.

Q22.03 Code canadien s'applique

Les articles 51(1), 52, 53, 54 et 55 de la partie I du Code canadien du travail, au sujet des changements technologiques, s'appliquent et sont parties intégrantes de cette convention.

ARTICLE Q23 - TRANSFERT DES TITRES

Q23.01 Aliénation ou transfert d'entreprise

(a) L'aliénation ou la concession totale ou partielle d'une entreprise autrement que par vente en justice n'invalide aucun certificat, ni la présente convention collective, ni toute autre procédure en vue de l'obtention d'un certificat, de la conclusion ou de l'exécution de la convention collective de travail actuelle. Sans égard à la division, à la fusion ou au changement de structure juridique de l'entreprise, le nouvel Employeur est lié par le certificat ou la convention collective de travail actuelle comme s'il y était nommé et devient par le fait même partie à toute procédure s'y rapportant aux lieu et place de l'Employeur précédent.

(b) L'Employeur consent à aviser le Syndicat de la vente de son entreprise ou de tout changement dans le contrôle de ladite entreprise quinze (15) jours après que la vente soit complétée, le tout sans préjudice à tout autre recours du Syndicat.

(c) Dans le cas de déménagement du siège social, de déménagement et/ou d'addition de places d'affaires, l'Employeur convient d'aviser le Syndicat de cette situation dans les quinze (15) jours qui précèdent le déménagement ou l'addition.

(d) Les dispositions de la présente clause Q23.01 sont totalement sans préjudice à tous autres droits et recours que le Syndicat peut ou pourrait avoir soit sous les dispositions de la présente convention ou sous toutes autres lois applicables.

Q23.02 Fusion - Achat

La Compagnie convient d'aviser le Syndicat par écrit, dans les quinze (15) jours après que la vente ait été complétée, si elle acquiert, par voie d'achat, les affaires ou opérations d'un autre Employeur lesquelles seraient de nature à être couvertes par le certificat d'accréditation dévolu au Syndicat et lorsque de telles opérations devraient être fusionnées avec les opérations actuelles de la Compagnie.

(a) S'il y a fusion d'opérations, il y aura intégration de tous les employés affectés par ladite transaction en tenant compte de leurs classifications et ancienneté respective, selon la méthode dite de la fourchette.

(b) S'il n'y a pas fusion d'opération, l'ancienneté des employés demeurera séparée dans chaque Compagnie.

ARTICLE Q24 - RECYCLAGE - COURS DE CONDUITE

Q24.01 Formation

Si l'Employeur se propose d'introduire des appareils ou équipements nécessitant une formation spécialisée, l'Employeur accepte de faire fonctionner les appareils ou équipements et de donner la formation nécessaire aux employés ayant le plus d'ancienneté, par groupe fonctionnel et par section. La formation est payée par l'Employeur.

ARTICLE Q25 - CLASSIFICATION ET TAUX HORAIRE

Q25.01 Annexe A

Les salaires, primes des salariés sont énumérés à l' Annexe « A » des présentes.

Q25.02 Annexes et appendices

Toutes les annexes, appendices ou lettres d'entente entre la Compagnie et le Syndicat font parties intégrantes de cette convention collective et à moins de spécifications au contraire contenues dans lesdites annexes, appendices ou lettres d'entente, celles-ci expireront à la même date que la convention collective.

Q26 MATÉRIEL DE SURVEILLANCE ÉLECTRONIQUE

L'avis ci-après est affiché dans tous les lieux de travail visés par la présente convention collective :

« En raison de la nature de nos activités et pour répondre aux demandes occasionnelles des clients, du matériel de surveillance électronique peut être installé de temps à autre sur les lieux de travail. »

L'entreprise installe du matériel de vidéosurveillance dans toutes les guérites de sécurité.

Il est entendu que ce type de matériel ne sera pas installé dans les endroits où les employés horaires et les chauffeurs-propriétaires sont en droit de s'attendre à la protection de leur intimité, tel que dans les salles de toilette, les vestiaires et les salles à manger.

ANNEXE A

ÉCHELLES SALARIALES 2025 À 2028

	2025 – Janvier au 28 Juin			
Classification	**0-3 mois**	**4-10 mois**	**11-18 mois**	**TAUX MAX**
Chauffeur de tracteurs	$23.28	$24.01	$30.28	$30.94
chauffeur 5 Tonnes et plus	$23.28	$24.01	$30.16	$30.82
Chauffeur	$19.03	$19.13	$20.58	$27.21
Entrepôt (Commis non- livrables)	$19.03	$19.24	$20.40	$26.97
Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)				

	2025 – 29 Juin au 31 Déc.			
Classification	**0-3 mois**	**4-10 mois**	**11-18 mois**	**TAUX MAX**
Chauffeur de tracteurs	$23.80	$24.54	$30.81	$31.47
chauffeur 5 Tonnes et plus	$23.80	$24.54	$30.68	$31.34
Chauffeur	$19.55	$19.66	$21.11	$27.73
Entrepôt (Commis non- livrables)	$19.03	$19.24	$20.40	$26.97
Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)	$19.55	$19.76	$20.93	$27.50

	2026			
Classification	**0-3 mois**	**4-10 mois**	**11-18 mois**	**TAUX MAX**
Chauffeur de tracteurs	$24.63	$25.40	$31.89	$32.57
chauffeur 5 Tonnes et plus	$24.63	$25.40	$31.75	$32.44
Chauffeur	$20.23	$20.35	$21.85	$28.70
Entrepôt (Commis non- livrables)	$19.70	$19.91	$21.11	$27.91
Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)	$20.23	$20.45	$21.66	$28.46

	2027			
Classification	**0-3 mois**	**4-10 mois**	**11-18 mois**	**TAUX MAX**
Chauffeur de tracteurs	$25.43	$26.23	$32.93	$33.63
chauffeur 5 Tonnes et plus	$25.43	$26.23	$32.78	$33.49
Chauffeur	$20.89	$21.01	$22.56	$29.63
Entrepôt (Commis non- livrables)	$20.34	$20.56	$21.80	$28.82
Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)	$20.89	$21.11	$22.36	$29.38

	2028			
Classification	**0-3 mois**	**4-10 mois**	**11-18 mois**	**TAUX MAX**
Chauffeur de tracteurs	$26.45	$27.28	$34.25	$34.98
chauffeur 5 Tonnes et plus	$26.45	$27.28	$34.09	$34.83
Chauffeur	$21.73	$21.85	$23.46	$30.82
Entrepôt (Commis non- livrables)	$21.15	$21.38	$22.67	$29.97
Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)	$21.73	$21.95	$23.25	$30.56

PRIME

Prime de nuit

Les employés travaillant sur l'équipe de nuit bénéficieront de vingt-cinq cents (0.25) l'heure.

La prime de nuit s'appliquera si la majorité des heures travaillées et cédulées se situent entre 22h et 6h.

Prime de Split Shift

Les employés qui travaillent sur les « Split Shift » recevront dix dollars (10.00$) par semaine pour défrayer leurs dépenses de voyagement.

Prime de chef d'équipe

Le chef d'équipe recevra une prime d'un dollar et cinquante cents (1.50$) de l'heure, pour la durée de la convention collective.

Produits dangereux (DG)

L'employé qui est assigné aux tâches d'inspection des produits dangereux recevra une prime d'un dollar et cinquante cents ($1.50) pour chaque heure travaillée.

Airside

L'employé qui est assigné aux tâches d'«Airside» recevra une prime d'un dollar et cinquante cents ($1.50) pour chaque heure travaillée.

Load planner

L'employé qui est assigné aux tâches de «Load planner» recevra une prime d'un dollar et cinquante cents (1.50$) pour chaque heure travaillée.

Prime de chauffeur de chariot élévateur certifié

L'employé qui est assigné aux tâches de chariot élévateur recevra une prime d'un dollar (1.00$) pour chaque heure travaillée (min 1 heure). La Compagnie assignera quotidiennement un nombre déterminé d'employé(s) qui effectueront les tâches de cariste en fonction des opérations.

Prime de manifeste

Les tâches de manifeste sont considérées comme des tâches requérant une formation spécialisée conformément à l'article Q7.08. Les employés qui exécutent les taches recevront une prime d'un dollar et cinquante cents (1.50$) l'heure pour chaque heure travaillée selon les besoins de l'entreprise.

ANNEXE B

GROUPES FONCTIONNELS ET CLASSIFICATIONS

Q-B1.01 Groupes fonctionnels et classifications

Pour les fins de la présente convention collective de travail, un Dépôt signifie un établissement de l'Employeur où sont non seulement offerts les services de transport et d'entreposage mais des services administratifs.

Pour les fins d'application de la convention collective, toutes les branches du Québec sont réputés ne former qu'un dépôt sauf dans les cas de l'attribution des vacances, de l'attribution des heures additionnelles de travail et du surtemps ainsi que le droit de supplantation (bumbing) qui resteront par dépôt seulement.

Les parties conviennent qu'il y aura deux (2) groupes fonctionnels d'employés avec les classifications qui suivent au sein de chacun des groupes :

1) **Groupe fonctionnel Chauffeur**

- Chauffeur de voitures de livraison (voiture ou camionnette);
- Chauffeur de camions (type «straight body») de cinq (5) tonnes et plus;
- Chauffeur de tracteurs;
- Marcheur (travail à pied ou à bicyclette);

2) **Groupe fonctionnel Dépôt**

- Commis non-livrables
- Spécialiste comptoir client (bilingue)/HIC (YUL GTW/YUL YDM)

CONVENTION COLLECTIVE

Entre

DHL EXPRESS (Canada) LTD.

Et

UNIFOR SYNDICAT DU CANADA

LOCAL 700

ANNEXE DU QUÉBEC – CHAUFFEUR-PROPRIÉTAIRE

En vigueur du 1er janvier, 2025 au 31 décembre, 2028

ANNEXE DU QUÉBEC – CHAUFFEUR-PROPRIÉTAIRE
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ARTICLE QO1 - PRÉAMBULE ET RECONNAISSANCE

QO1.01 Statut des chauffeurs-propriétaires

Les parties reconnaissent que les chauffeurs-propriétaires ont, vis-à-vis la Compagnie, le statut d'entrepreneurs dépendants, sauf pour les fins spécifiques de la Partie I du Code canadien du travail où ils sont considérés entrepreneurs dépendants et pour les fins de la *Loi sur les accidents du travail et les maladies professionnelles*, où ils sont considérés travailleurs autonomes.

QO1.02 Utilisation de personnes non assujetties

Aucun travail couvert par l'unité de négociation ne doit être fait par un chauffeur- propriétaire exclu par l'accréditation sauf:

(a) dans les cas d'urgence et lorsque aucun chauffeur-propriétaire syndiqué n'est disponible pour faire ledit travail;

(b) lors d'entraînement des chauffeurs-propriétaires et lorsqu'il est nécessaire de vérifier l'équipement;

(c) lorsqu'il s'agit de remplacer temporairement un chauffeur-propriétaire absent.

ARTICLE QO2 - DISPOSITIONS INTERPRÉTATIVES

QO2.01 Validité des clauses et des articles

La nullité ou l'invalidité d'une clause ou d'un article particulier ou partie de la présente annexe ne devra pas en invalider le reste.

Toute disposition de la présente annexe qui est ou qui devient contradictoire aux dispositions présentes ou futures des lois fédérales ayant juridiction en pareille affaire, sera automatiquement nulle et sans effet. Dans de telles circonstances, la ou les clauses affectées devront être modifiées en conformité avec les dispositions desdites lois.

QO2.02 Aucun changement sans le consentement du Syndicat

Tout changement futur, oral ou écrit, dans la présente annexe intervenue entre la Compagnie et un groupe de chauffeurs-propriétaires devra être considéré comme nul à moins que lesdits changements n'aient été approuvés par le président ou l'agent d'affaires du Syndicat, par écrit.

Advenant violation de cette clause, le Syndicat pourra recourir à la procédure de grief sans être limitée par les délais prévus à l'article N3 de la présente convention.

QO2.03 Dépôt

Pour les fins d'application de la présente convention collective, tous les dépôts du Québec sont réputés ne former qu'un seul Dépôt sauf dans le droit de supplantation (bumbing) qui restera par dépôt seulement.

ARTICLE QO3 - NÉGOCIATION

QO3.01 Comité de négociation

Dans les quatre (4) mois précédents l'expiration de la convention collective, les parties conviendront du nombre de chauffeurs-propriétaires autorisés à s'absenter de leurs fonctions sans perte de rémunération pour participer aux séances de négociation avec la Compagnie visant à renouveler la présente convention, et ce, jusqu'à l'obtention du droit de grève ou de lock-out.

Les parties conviennent que le Syndicat peut déterminer la grandeur de son comité de négociation tel que stipulé à l'Article N23 de l'Accord-Cadre National.

Les chauffeurs-propriétaires recevront leur minimum garanti par jour.

Toutes autres dépenses, tels que les frais repas, de transport et d'hébergement, ne seront pas couvertes par la Compagnie.

ARTICLE QO5 - SERVICE CONTINU

Q5.01 Transfert d'ancienneté

(a) Dans tout cas où un employé d'entrepôt devient un chauffeur-propriétaire, son nom sera retiré de la liste d'ancienneté et ajouté à la liste de service des chauffeurs-propriétaires. L'ancienneté accumulée à titre d'employé rémunéré à l'heure sera alors convertie en journées de service.

(b) Dans tout cas où un chauffeur-propriétaire devient un employé d'entrepôt, son nom sera retiré de la liste de service des chauffeurs-propriétaires et ajouté à la liste d'ancienneté des employés d'entrepôt. Les années de service accumulées à titre de chauffeur-propriétaire seront alors converties en ancienneté.

(c) Les transferts de chauffeur-propriétaire à employé d'entrepôt, et vice- versa, ne peuvent être effectués qu'une fois par année.

Q5.02 Séniorité

Le service des chauffeurs-propriétaires est appliqué par province. Dans le cas de fermeture totale ou partielle d'une succursale alors que les services à fournir sont transférés dans un autre dépôt, les chauffeurs-propriétaires selon leur service pourront être transférés dans l'autre succursale. Un tel transfert ne pourra toutefois en aucun cas entraîner de supplantation (bumping).

Si un chauffeur propriétaire devait être transféré d'un dépôt à un autre, son service sera également transféré.

ARTICLE QO6 - AFFICHAGE

QO6.02 Renseignements sur affichage

Les renseignements qui doivent notamment apparaître sur l'avis d'affichage sont :

(a) l'information financière et opérationnelle appropriée de la route;

1. Zone de service définie
2. Taille du véhicule

3. Nombre moyen d'arrêts estimés
4. Nombre moyen de pièces estimées
5. Nombre moyen de kilomètres estimés

(b) la date d'affichage et la période d'affichage;
(c) la personne à qui les candidatures doivent être transmises;

QO6.03 Candidatures

L'administrateur ou le dirigeant d'un chauffeur-propriétaire intéressé peut soumettre sa candidature par écrit à toute route affichée, en complétant le formulaire fourni à cette fin par la Compagnie. Ce formulaire doit être remis à la personne désignée sur l'avis avant la fin de la période d'affichage.

Les chauffeurs-propriétaires auront droit de réclamer la route en fonction de leur service.

Si le choix d'un chauffeur-propriétaire crée une vacance à une route, cette première (1ère) vacance sera affichée conformément aux règles établies de l'article QO6.01. Au total, l'application du présent paragraphe ne pourra donc entraîner plus de deux (2) déplacements.

Toute vacance créée par l'application du paragraphe précédent n'a pas à être affichée. Toutefois, tout changement monétaire sera considéré comme une nouvelle route et sera affiché conformément aux règles établies au présent paragraphe QO6.01.

Avant de recourir aux services d'un chauffeur-propriétaire de son choix, la Compagnie convient de l'offrir verbalement au chauffeur-propriétaire ayant au cours des six (6) derniers mois un revenu moyen de route inférieur à ladite route devenue vacante.

Toutefois, avant de choisir un sous-traitant de l'extérieur, la Compagnie donnera la préférence, par ancienneté et dans la mesure où il possède les qualifications requises, à un employé du groupe fonctionnel des chauffeurs et par la suite, du groupe fonctionnel de l'entrepôt. Dans un tel cas, le transfert du chauffeur-propriétaire en question sera irrévocable.

Pour l'application du présent paragraphe, tous les dépôts au Québec sont réputés ne former qu'une seule succursale.

ARTICLE QO8 – RÉMUNÉRATION DES CHAUFFEURS-PROPRIÉTAIRES

QO8.01 Avantages Sociaux inclus

Il est de la seule responsabilité du chauffeur propriétaire de s'assurer qu'à même la rémunération qui lui est versée par la compagnie soit payée, le cas échéant. Une indemnité de vacances, une indemnité pour avantage sociaux, congés de deuil, congés fériés et parentaux, à toute personne ayant le statut d'employé.

QO8.03 Route « Flexing »

Dans le cas où il est établi que le chauffeur-propriétaire n'est pas en mesure d'effectuer une ou des livraison(s) ou ramassage(s) dans sa zone, la Compagnie se réserve le droit d'attribuer ces arrêts aux routes environnantes afin de maintenir le niveau de service à la clientèle. Ceci ne doit pas être utilisé sur une base régulière, mais est plutôt utilisé dans des cas particuliers ou comme solution à court terme.

QO8.04 Distribution de la rémunération

La rémunération sera versée par la Compagnie par dépôt direct, à chaque deux (2) semaines, le vendredi.

QO8.05 Erreur sur la rémunération de plus de cinquante dollars (50,00$)

S'il y a erreur de plus de cinquante dollars (50,00$) sur la rémunération à verser ou la rémunération versée à un chauffeur-propriétaire, la Compagnie paiera la différence au plus tard dans les deux (2) jours ouvrables de la réception d'un avis écrit en ce sens.

Si l'erreur provient d'une faute ou omission du chauffeur-propriétaire, la différence sera corrigée lors de la période de rémunération suivante.

ARTICLE QO9 - ACCIDENT DE TRAVAIL

QO9.01 Application de la Loi

(a) La Compagnie convient qu'elle doit se conformer à la Loi sur les accidents du travail et les maladies professionnelles.

(b) La Compagnie convient de compléter et de faire parvenir les formules de réclamations d'accidentés aux autorités concernées dans les vingt-quatre (24) heures suivant l'application dudit accidenté.

QO9.02 Avances

(a) Dans l'éventualité où l'administrateur ou le dirigeant du chauffeur-propriétaire est incapable de fournir ses services à cause d'un accident de travail et qu'il n'existe aucun doute concernant la validité de sa réclamation, la Compagnie avancera audit chauffeur-propriétaire les bénéfices hebdomadaires égaux à ceux qu'il recevra de la *CNESST*, et ce pour les premiers dix (10) jours ouvrables et ensuite à partir de la troisième (3e) semaine suivant la déclaration signée du chauffeur- propriétaire jusqu'au premier chèque reçu de ladite Commission.

(b) Dans de tels cas, le chauffeur-propriétaire devra signer la formule de la *CNESST* et il devra aussi rembourser la Compagnie pour toutes les sommes qui lui auront été avancées.

(c) Le chauffeur-propriétaire devra consentir à donner l'adresse de la Compagnie aux fins de la réception des chèques de la *CNESST*.

ARTICLE QO10 - CONTRAVENTIONS

QO10.01 Responsabilités de la Compagnie

Aucun chauffeur-propriétaire ne devra contrevenir aux lois de la circulation ou aux lois ayant trait au chargement des véhicules. Si un conducteur obtient une contravention ou une citation de stationnement en suivant les instructions de la Compagnie, celle- ci sera responsable pour une telle contravention. Les contraventions ou citations données à un chauffeur-propriétaire doivent être soumises à la Compagnie dans les quarante-huit (48) heures et si elles ne sont pas remises dans ce délai, la Compagnie ne sera pas responsable du paiement.

QO10.02 Responsabilités du chauffeur-propriétaire

Les contraventions obtenues lorsque le véhicule est en marche seront la responsabilité unique du chauffeur-propriétaire; c'est-à-dire, vitesse, ne pas arrêter à un signal ou feu d'arrêt, conduite inappropriée et conduite dangereuse.

Tout infraction mettant en cause le véhicule du chauffeur-propriétaire, qu'il soit en déplacement ou stationné, doit être signalée immédiatement au directeur de centre de service.

ARTICLE QO11 - RESPONSABILITÉS DU CHAUFFEUR-PROPRIÉTAIRE

QO11.01 Un seul véhicule

(a) Tous les chauffeurs-propriétaires auront droit à une seule route et à un véhicule.

(b) La création, l'abolition et la modification des routes auxquelles sont assignés les chauffeurs propriétaires relèvent du droit de gérance. Les parties comprennent que les routes peuvent être modifiées au besoin.

QO11.02 Remplaçant

Il est entendu que, de temps à autre, un chauffeur remplaçant peut être utilisé pour effectuer la route habituelle du chauffeur-propriétaire. Un tel chauffeur remplaçant est fourni à ses frais par le chauffeur-propriétaire lui-même; il devra être démontré au préalable qu'il est en mesure d'atteindre tous les standards de performance exigibles. Un tel chauffeur remplaçant devra être utilisé au cas de fête, accident, accident de travail, maladie, maladie professionnelle, vacances, congé autorisé, perte de permis de conduire ou dans une situation d'urgence. Un tel chauffeur remplaçant ne pourra être utilisé pour une période excédant quatre-vingt-dix (90) jours par année.

Dans les cas d'accident ou maladie, lorsque la période d'absence excède le délai de quatre-vingt-dix (90) jours, le chauffeur-propriétaire conservera le service accumulé auprès de la Compagnie pour une période maximale de deux (2) ans à compter du début de

l'absence.

À l'expiration de la période initiale de quatre-vingt-dix (90) jours, la Compagnie signera avec le chauffeur remplaçant l'entente d'affaire type de DHL Express (Canada) Ltée, prévu dans l'Annexe A Nationale. Le chauffeur-propriétaire remplaçant n'accumulera toutefois aucun service au sens de la présente annexe 1 et il devra, comme condition du maintien de son entente d'affaire, convenir de louer du chauffeur-propriétaire absent, au prix du marché, son camion.

Le chauffeur-propriétaire absent, à l'expiration de ladite période de deux (2) ans, perdra le service accumulé et son entente d'affaire avec la Compagnie sera résilié.

QO11.03 Violation de l'annexe

Le fait pour un chauffeur-propriétaire de permettre à un autre chauffeur de conduire son véhicule, pour une autre raison que celles énumérées au paragraphe Q11.01 et dans le but de se soustraire à l'application de l'annexe, sera une violation directe de celle-ci.

QO11.04 Conduite préventive

La Compagnie met à la disposition des chauffeurs-propriétaires qui le désirent un cours de conduite préventive. La Compagnie assume le coût en entier.

QO11.05 Stationnement

Entre les assignations, le véhicule du chauffeur-propriétaire devra être stationné toutes serrures bloquées à un endroit de stationnement sécuritaire, s'il y a de la marchandise de la Compagnie dans le véhicule.

ARTICLE QO12 – ÉQUIPEMENT

Q12.01

A) Peinture et décalcomanies

La Compagnie est responsable de la fourniture et de l'installation des décalcomanies. Quand la Compagnie modifie les couleurs exigées, elle assume intégralement le coût des travaux de peinture selon les prix demandés par un atelier accrédité par la CAA. Selon les prix, le chauffeur-propriétaire est libre de faire exécuter les travaux ailleurs dans la mesure où ceux-ci sont conformes aux normes générales établies par la Compagnie. La Compagnie s'engage à payer 50% du coût de la peinture du camion jusqu'à concurrence de 2 000.00 $ par période de trois (3) ans pour un chauffeur propriétaire déjà en exercice. Tout chauffeur-propriétaire nouvellement embauché y aura droit après qu'il aura fourni ses services pendant une période de trois (3) ans.

Le chauffeur-propriétaire est responsable de tous les travaux à effectuer sur la carrosserie du véhicule avant les travaux de peinture.

Le chauffeur-propriétaire assume tous les frais engendrés par le retrait obligatoire des décalcomanies lorsqu'il quitte l'entreprise.

B) Standard d'apparence

La Compagnie a le droit de refuser une entente d'affaire ou de résilier l'entente d'affaire avec un chauffeur-propriétaire dont l'équipement n'est pas conforme aux standards d'apparence de la Compagnie. La Compagnie doit dans un premier temps donner par écrit au chauffeur-propriétaire pas moins de soixante-quinze (75) jours calendrier pour se conformer aux standards d'apparence.

C) Incitation à acquérir un nouveau véhicule

La Compagnie a accepté d'offrir aux chauffeurs-propriétaires qui sont sous une entente d'affaire au moment de l'entrée en vigueur de la présente annexe 1, un prêt spécial destiné à changer de véhicule. Le prêt, sans intérêt, pourra être contacté dans un délai maximum de six (6) mois suivant l'entrée en vigueur de la présente annexe 1 et il devra servir à l'achat d'un véhicule neuf seulement. Le prêt sera d'un montant de trois mille dollars (3 000,00$) et pourra atteindre cinq mille dollars (5 000,00$) dans le cas de l'acquisition d'un véhicule vert, hybride ou électrique. Ce prêt sans intérêt devra être remboursé en vingt-quatre (24) versements mensuels égaux et consécutifs.

QO12.02

L'équipement de lecture électronique (« scanner ») sera sous la responsabilité du chauffeur-propriétaire.

À partir de la date de signature de la présente annexe, lorsque ces équipements sont endommagés ou perdus à cause de négligence de la part du chauffeur-propriétaire, celui-ci sera responsable pour les frais de réparation ou de remplacement.

Si le chauffeur-propriétaire quitte suite à ce genre d'incident, la Compagnie pourra déduire

les montants ci-haut mentionnés sur la dernière paie.

Q12.03

Les chauffeurs propriétaires sont tenus de fournir à la Compagnie une copie de tous les cahiers de maintenance de leur véhicule, chaque trimestre.

Q12.04

Les chauffeurs-propriétaires sont tenus de fournir à la Compagnie une copie de tous les documents d'assurance de leur véhicule et une copie de leur permis de conduire valide à chaque année.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE 1

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Prime échelle d'essence

Effectif à la date de signature
Extrapoler le présent calcul jusqu'à 2.50$.

Si le prix du litre augmente au-delà de 2.50$, les parties se rencontreront pour ajuster cette dite échelle.

	Entre $0.70 et $0.749/litre	Entre $0.75 et $0.799/litre	Entre $0.80 et $0.849/litre	Entre $0.85 et $0.899/litre	Entre $0.90 et $0.949/litre	Entre $0.95 et $0.999/litre	À partir de $1.00/litre
Econoline	$ 0.0170	$ 0.0290	$ 0.0390	$ 0.0400	$ 0.0500	$ 0.0600	$ 0.0650
Cube	$ 0.0250	$ 0.0340	$ 0.0440	$ 0.0500	$ 0.0625	$ 0.0750	$ 0.0800
5 Tonnes	$ 0.0300	$ 0.0390	$ 0.0490	$ 0.0550	$ 0.0675	$ 0.0800	$ 0.0850
Tracteur	$ 0.0300	$ 0.0390	$ 0.0490	$ 0.0550	$ 0.0675	$ 0.0800	$ 0.0850

Dans le but de vous aider à contrer l'effet de l'augmentation du carburant, à partir de lundi le 5 avril 2005, nous vous accordons une prime additionnelle. Cette prime variera en fonction du prix du carburant chez Ultramar Pipeline. À toutes les semaines nous afficherons les prix de Ultramar Pipeline dans les succursales. Vous devez indiquer le montant auquel vous avez droit sur votre feuille régulière de paye (feuille bleu).

Veuillez noter qu'il est de votre responsabilité d'indiquer ces montants à défaut de quoi ils ne vous seront pas versés.

POUR LA COMPAGNIE:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

POUR LE SYNDICAT:

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Benoit Potvin

LETTRE D'ENTENTE 3

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Conversion des chauffeurs-propriétaires en chauffeurs horaires

Pour toute conversion d'itinéraires de chauffeurs-propriétaires en itinéraires de chauffeurs horaires, voici les dispositions qui s'appliqueront :

1) La Compagnie donnera un préavis d'au moins 90 jours à l'agent d'affaires et aux chauffeurs-propriétaires concernés.

2) La Compagnie rencontrera le président local, le représentant syndical ou son substitut, et les chauffeurs-propriétaires concernés afin de discuter des inquiétudes relativement à la conversion.

3) Les chauffeurs-propriétaires touchés auront la première option d'accepter un itinéraire horaire à la suite de la conversion, d'exercer leur ancienneté à l'égard de l'itinéraire d'un chauffeur-propriétaire moins ancien ou de démissionner et de recevoir une indemnité de départ équivalente à deux semaines de salaire pour chaque année de service au taux courant des chauffeurs horaires. Le chauffeur-propriétaire moins ancien supplanté aura les mêmes options. Un chauffeur-propriétaire qui accepte un itinéraire horaire ou qui exerce ses droits d'ancienneté pour supplanter un chauffeur horaire se verra créditer son service continu à partir de sa date d'entrée en service aux fins d'application de la convention collective.

4) À la demande du chauffeur-propriétaire, la Compagnie assumera la responsabilité des contrats de location de véhicule ou, s'il est propriétaire de son véhicule, la Compagnie achètera celui-ci à la juste valeur marchande établie par un concessionnaire de bonne renommée choisi conjointement par la Compagnie et le chauffeur-propriétaire, à la condition que le chauffeur- propriétaire eût déjà acheté le véhicule ou qu'il eût pris des engagements à cet égard avant la date du préavis prévue au paragraphe 1 ci-dessus.

   Dans le cas d'un véhicule loué, la Compagnie indemnisera le chauffeur-propriétaire pour tout droit résiduel de location, s'il y a lieu.

5) La Compagnie indemnisera le chauffeur-propriétaire touché pour les dépenses d'entreprise raisonnables et coutumières irrécouvrables qu'il avait déjà défrayées ou pour lesquelles il s'était déjà engagé pour l'année en cours, telles que les assurances, les avantages, les permis et les droits d'annulation, à la condition qu'il les eût engagées avant la date du préavis prévu au paragraphe 1 ci-dessus.

6) La Compagnie indemnisera le chauffeur-propriétaire touché pour tous les frais juridiques ou comptables engagés en raison de la conversion jusqu'à concurrence de 1 200 $.

7) Si, en raison de la conversion, un chauffeur-propriétaire doit payer des impôts qu'il n'avait pas prévus parce qu'il ne peut se prévaloir d'une provision pour revenu reporté en vertu de la Loi de l'impôt sur le revenu, la Compagnie lui accordera une aide financière raisonnable à cet égard, y compris, si besoin est, un prêt assujetti aux conditions suivantes :

- Le chauffeur-propriétaire devra fournir une preuve satisfaisante que le prêt est destiné à la fin susmentionnée.

- Le prêt sera d'un maximum de 20 000 $ pour un véhicule de trois- quarts de tonne, de 25 000 $ pour un véhicule d'une tonne, de 30 000 $ pour un véhicule de cinq tonnes et de 35 000 $ pour un tracteur.

- Le chauffeur-propriétaire devra signer un billet à ordre pour le prêt.

- Le prêt portera intérêt au taux de 2% au-dessus du taux préférentiel à partir de la date du billet à ordre.

- Le remboursement du prêt sera réparti sur un nombre égal de mensualités de 500 $, sauf entente contraire entre les parties, mais le prêt devra être remboursé dans sa totalité, le 31 décembre 2006 au plus tard.

- Le chauffeur-propriétaire devra avoir choisi de devenir un employé horaire et devra rester au service de la Compagnie. Advenant le cas où il quitterait la Compagnie avant que le prêt ne soit totalement remboursé, le solde deviendra exigible au moment de son départ.

8) Si, avant le préavis prévu au paragraphe 1 ci-dessus, le chauffeur- propriétaire a contracté une dette directement reliée à l'exploitation de son véhicule, mais supérieure à la valeur dudit véhicule, la Compagnie lui accordera une aide

financière raisonnable à cet égard, y compris, si besoin est, un prêt pouvant aller jusqu'à concurrence de 5000 $ aux conditions énoncées au paragraphe ci-dessus.

9) Tout litige afférent à l'application de la présente lettre d'entente pourra être soumis à l'arbitrage conformément à l'article 5 de la convention collective dans les 180 jours qui suivent l'avis de conversion.

10) Il est entendu que tout chauffeur-propriétaire qui accepte un poste de chauffeur horaire à la suite des dispositions susmentionnées se verra attribuer un poste de neuf (9) heures.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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	Benoit Potvin

LETTRE D'ENTENTE 5

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Abus d'alcool et d'autres drogues

L'abus d'alcool et d'autres drogues sont reconnus comme un grave problème médical et social susceptible d'avoir une incidence sur les employés. La Compagnie et le Syndicat tiennent beaucoup à favoriser un traitement précoce et à aider les employés à se réhabiliter.

La Compagnie s'engage à continuer d'adopter une approche globale en ce qui a trait aux interventions touchant l'abus d'alcool et d'autres drogues et les problèmes connexes. L'aide offerte consiste notamment à diriger les employés vers les services d'orientation appropriés ou les centres de traitement et de réhabilitation.

La Compagnie verse toutes les prestations normales d'assurance collective lorsqu'un employé suit un traitement médical prescrit. Lorsque les traitements offerts par le centre choisi ne sont pas couverts par le Régime de santé publique du Québec, la Compagnie couvre uniquement les frais du traitement suivi par les employés horaires; elle dirige les chauffeurs- propriétaires vers les centres appropriés, mais n'assume aucuns frais à cet égard.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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	Benoit Potvin

LETTRE D'ENTENTE 6

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Sécurité des véhicules

Les chauffeurs-propriétaires et les employés horaires doivent respecter les règles ci- après relativement à la sécurité des véhicules :

Les portes et portières (avant, latérales, arrière et à rideau) des véhicules servant au transport des envois doivent être verrouillées.

Les véhicules doivent être verrouillés en tout temps pendant le transport des envois.

La garde des envois en cours de route est la responsabilité du chauffeur livreur ou du chauffeur-propriétaire.

Les véhicules doivent être verrouillés en tout temps quand ils sont laissés sans surveillance.

La porte arrière des semi-remorques doit être munie d'un cadenas et le chauffeur- propriétaire a la responsabilité de s'assurer que le cadenas est en place et fermé.

Les marchandises ne doivent jamais être laissées sans surveillance pendant qu'elles se trouvent sur les rampes ou les quais de chargement.

En cas de violation des règles susmentionnées, il est entendu que toute perte subie par l'Entreprise ou un client donnera lieu à la résiliation de l'entente d'affaire du chauffeur- propriétaire ou au congédiement de l'employé horaire.

Si la violation d'une des règles susmentionnées n'entraîne pas de perte pour l'entreprise ou le client, le chauffeur-propriétaire ou l'employé horaire fera l'objet de mesures disciplinaires progressives. « Perte » s'entend d'une marchandise de toute sorte ou des biens des clients. En ce que cela concerne les employés horaires, « perte » s'entend également des véhicules de l'entreprise. Toute autre perte de biens de l'entreprise sera traitée conformément aux dispositions de la convention collective.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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Glenn Gardner	*Mario D'Amour*
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Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE 7

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Constitution en société

Dans les six (6) mois qui suivent la ratification de l'annexe 1, les chauffeurs- propriétaires de l'unité de négociation qui le veulent peuvent se constituer en société.

Les frais de constitution en société sont assumés par l'Entreprise en ce qui concerne tous les chauffeurs-propriétaires, ainsi que tout employé horaire qui est membre de l'unité de négociation à la date de ratification et qui devient ultérieurement chauffeur- propriétaire.

Après la date de ratification, tous les nouveaux chauffeurs-propriétaires doivent se constituer en société pour pouvoir conclure une entente d'affaire.

Le présent article ne doit en aucune façon priver les chauffeurs-propriétaires et les employés horaires des droits, des avantages et des protections, actuels et futurs, auxquels ils ont droit en vertu de la présente convention collective.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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	Benoit Potvin

LETTRE D'ENTENTE 10

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Les parties conviennent de mettre sur pied un comité conjoint qui examinera la possibilité, pour les employés et, si possible, pour l'administrateur ou le dirigeant d'un chauffeur-propriétaire, de contribuer au Fonds de solidarité de la FTQ.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE 11

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Lors des négociations, le Syndicat a présenté un plan d'assurance qui pourrait être offert aux chauffeurs-propriétaires. Après la date d'entrée en vigueur de l'annexe 1, le Syndicat présentera aux chauffeurs-propriétaires la teneur du régime d'assurance et, par la suite, les parties mettront sur pied un comité conjoint qui verra à déterminer la procédure d'implantation d'un tel régime d'assurance. Dans l'hypothèse envisagée à la table de négociation, tous les chauffeurs-propriétaires devraient être constitués en société et la Compagnie cesserait de leur fournir une couverture auprès de la *CNESST*. La Compagnie verrait à compenser les chauffeurs-propriétaires en conséquence. Dans ce scénario, l'administrateur du chauffeur-propriétaire pourrait choisir de se procurer la protection personnelle auprès de la *CNESST* ou encore d'opter pour le régime d'assurance privée.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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	Benoit Potvin

LETTRE D'ENTENTE 13

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Navette de Québec

La rémunération de la navette de Québec est établie comme suit :

5 tonnes

- Montant forfaitaire: 900 $ par jour tout compris (pièces, kilométrage et essence), sans prime
- Augmentation : Augmentation annuelle basée sur le pourcentage de l'augmentation générale des salaires conformément à la convention collective
- Arrêts de livraison supplémentaires (ex. Loomis) – 25 $ par palette ou cage
- Paiement minimum pour les événements imprévus – 450 $

Transporteur de ligne « Linehaul »

- Montant forfaitaire : 1107.04 $ par jour tout compris (pièces, kilométrage et essence), sans prime
- Augmentation : Augmentation annuelle basée sur le pourcentage de l'augmentation générale des salaires conformément à la convention collective
- Arrêts de livraison supplémentaires (ex. Loomis) – 25 $ par palette ou cage
- Paiement minimum pour les événements imprévus – 500 $

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE 18

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Programme période de pointe

DHL Express CANADA offrira au chauffeur-propriétaire la possibilité de louer ou d'utiliser un deuxième camion sur sa route pendant les périodes de pointe, telles que la période des vacances de Noël et toutes les autres périodes de l'année convenues par les deux parties (DHL & Unifor). Les détails du programme sont les suivants:

1) La participation des chauffeur-propriétaires à ce programme est strictement volontaire. Toutes les autres dispositions de la convention collective, y compris le « route flexing », resteront en vigueur pendant cette période.

2) Pendant les périodes de pointe, les chauffeur-propriétaires qui effectuent des livraisons aux clients sont autorisés à louer un deuxième camion à utiliser sur leur route.

3) Le deuxième camion ne peut desservir que la zone géographique particulière du chauffeur-propriétaire en question.

4) Un scanneur supplémentaire sera fourni à tout chauffeur-propriétaire qui disposera d'un deuxième camion.

5) Le chauffeur-propriétaire facturera à la Compagnie, sur une seule facture, la location du camion (uniquement lors de la période de pointe de Noël), tous les arrêts, les pièces, les kilomètres et la prime de qualité par camion. Un seul (1) minimum peut être facturé par route et par jour.

6) Le chauffeur-propriétaire paiera le chauffeur supplémentaire un tarif à sa discrétion, mais au moins équivalent au salaire minimum provincial applicable.

7) La Compagnie donnera à la section locale 10 $ par chauffeur supplémentaire par semaine pour compenser le versement des cotisations.

8) Tout chauffeur-propriétaire reconnu d'avoir violé l'une des conditions ci- dessus sera exclus de l'utilisation du programme par la suite et pourrait faire l'objet de mesures disciplinaires.

9) La Compagnie veillera à ce que tous les travailleurs rémunérés à l'heure soient pleinement utilisés, y compris les heures supplémentaires, et à ce que les heures de

tout employé rémunéré à l'heure qui offre une disponibilité sur le tableau de horaires supplémentaires soient épuisées avant qu'il soit utilisé par le chauffeur-propriétaire.

POUR LA COMPAGNIE:	POUR LE SYNDICAT:
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	Benoit Potvin

LETTRE D'ENTENTE 19

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Red circle - Conducteurs ayant une deuxième route

Les parties conviennent d'un commun accord que les chauffeur-propriétaires suivants exploitent une deuxième route à la date de ratification de la présente convention collective:

Dimitri Baretto

Les chauffeur-propriétaires mentionnés ci-dessus conserveront le droit d'exploiter deux (2) routes jusqu'à l'expiration de la présente convention collective.

POUR LA COMPAGNIE:	POUR LE SYNDICAT:
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Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

Prime de carburant

La Compagnie et le Syndicat ont convenu qu'à compter du 1er juillet 2019, la prime de carburant pour les propriétaires exploitants au Québec sera calculée en fonction des prix actuels de l'essence spécifiés par Kent Group.

Tous les autres aspects de la prime de carburant tels que décrits dans la présente convention collective entre UNIFOR et DHL resteront inchangés.

POUR LA COMPAGNIE:	**POUR LE SYNDICAT:**
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Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTRE D'ENTENTE

Entre

DHL Express (Canada) Ltée (ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

PRIMES D'EMPLPLACEMENT YMX QUEBEC

Les parties conviennent d'ajouter une prime d'emplacement pour YMX selon les termes énoncés dans la présente lettre d'entente. Tous les Employés horaires travaillant dans la succursale de YMX Mirabel recevront une prime pour chaque heure régulière travaillée lors de la semaine régulière de travail, excluant le temps supplémentaire, les journées personnelles/maladies et les vacances, tel que stipulé dans le tableau ci-dessous :

PRIME POUR LE SITE YMX

PRIME D'EMPLACEMENT YMX	0-3 mois	4-10 mois	11-18 mois	TAUX MAX
Chauffeur de tracteurs	$2.50	$2.50	$1.00	$1.00
Chauffeur 5 Tonnes et plus	$2.50	$2.50	$1.00	$1.00
Chauffeur	$2.50	$2.50	$2.50	$1.00
Entrepôt (Commis non-livrables)	$2.50	$2.50	$2.50	$1.00

POUR LA COMPAGNIE:

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Glenn Gardner

Nicholas Halary

Ewa Maggiotto

POUR LE SYNDICAT:

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Benoit Potvin

LETTRE D'ENTENTE

Entre

DHL Express (Canada) Ltée
(ci-après : « la Compagnie »)

Et

UNIFOR Québec Local 700.39 (ci-après : « le Syndicat »)

TAUX CHAUFFEURS-PROPRIÉTAIRE - CYCLISTE

Le chauffeur-propriétaire cycliste doit facturer et être payé pour la prestation des services selon la formule suivante :

Tarif de base
(#Pièces x tarif par pièce)
+(# de pièces supplémentaires x tarif supplémentaire par pièce)

Au tarif de base s'ajoutera :

Paiement qualité – payé conformément à N34

Le tableau des tarifs suivant sera pleinement en vigueur à compter du 30 juin 2025 inclusivement.

	30-Jun-25	**01-Jan-26**	**01-Jan-27**	**01-Jan-28**
Cycliste		3.50%	3.25%	4.00%
Minimum	**$ 167.50**	**$ 173.36**	**$ 178.99**	**$ 186.15**
Paiement de qualité	**$ 65.00**	**$ 67.28**	**$ 69.47**	**$ 72.25**
Pièce	**$ 3.135**	**$ 3.245**	**$ 3.350**	**$ 3.484**
Pièce supplémentaire	**$ 0.462**	**$ 0.478**	**$ 0.494**	**$ 0.514**

POUR LA COMPAGNIE:

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Glenn Gardner

Nicholas Halary

Ewa Maggiotto

POUR LE SYNDICAT:

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Mario D'Amour

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	Benoit Potvin

Ratifié le 28 juin, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 700.39

QUEBEC HOURLY APPENDIX

Effective January 1, 2025 to December 31, 2028

QUEBEC – HOURLY APPENDIX
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ARTICLE Q1 - DEFINITIONS AND INTERPRETATION

Q1.01 Validity of clauses and articles

The nullity or invalidity of a clause or of a specific article or part of this agreement shall not invalidate the rest of this collective agreement. Any provision of this collective agreement, which is now or should become contradictory to provisions of the federal laws applicable in such matters, shall automatically be null and void. In such circumstances, the provision shall be modified to conform to the applicable legislation.

Q1.02 Regular full-time employees

Regular full-time employees are defined as those whose presence is required on a regular basis all year long for the operation of the Employer's business. These employees usually work a regular work week, as defined in paragraph Q7.01 of the collective agreement.

Q1.03 Regular part-time employees

Regular part-time employees are defined as those whose presence is required on a regular basis all year long for the operation of the Employer's business. These employees usually work less than the regular work week, as defined in paragraph Q7.01 of the collective agreement. They benefit from daily mini- mum call-in pay of four (4) hours at their regular rate of pay.

Q1.04 Temporary employees

Temporary employees are defined as those replacing other employees during vacations, sick leaves, operating peaks or holidays. These employees are members of the Union, and they accumulate seniority on an hourly basis for the purpose of applying for regular positions.

Q1.05 No modification without Union consent

Any modification to this labour agreement that might have been agreed on, verbally or in writing, by the Employer and one or more employees shall be considered null unless approved in writing by the Union president or business agent.

In the event of a violation of this provision, the Union may invoke the grievance procedure without being restricted by the time limits prescribed in Article N3 of this agreement.

ARTICLE Q2 - UNION SECURITY AND DEDUCTION OF UNION DUES

Q2.01 Indemnity against claims

The Union agrees to indemnify and hold harmless the Employer against any claim, demand, suit or other form of liability which may stem from any of the Employer's actions while making the deductions provided for in para- graphs Article N1.05. However, the Union shall not be bound to indemnify or hold harmless the Employer if the latter does not abide by the provisions of Article N1.05.

ARTICLE Q3 - UNION ACTIVITIES

Q3.01 Notice to the Union before suspending a representative

The Union representative is subject to the same disciplinary rules as the other employees. However, the Employer shall advise the Local Union President in writing before suspending or terminating a Union representative.

Q3.02 Bargaining committee

During the four (4) months preceding the expiry of the collective agreement, the parties will agree on the

number of employees that are authorized to take a paid leave to take part in the bargaining sessions with the Company in order to renew the labour agreement and that, until the right to strike or a lock-out is obtained.

The parties agree that the Union can decide on the size of its bargaining committee as outlined in Article N23 of the NFA.

Hourly employees will be paid for a maximum of eight (8) hours per day at their regular rate of pay.

All other expenses, such as meals, transportation or lodging, will not be covered by the Company.

Q3.03 Absence for Union training

The Employer recognizes that the Union can, upon giving notice of fifteen (15) calendar days, ask the Employer to release delegates, with pay, to attend Union training. To this end, a bank of sixty (60) days with pay will be available for the duration of the current labour agreement. The Employer must approve all requests and reserves the right to decline based on its business requirements. There will be no such leave for union training allowed during peak periods.

Hourly employees will be paid for a maximum of eight (8) hours per day at their regular rate of pay. The owner-operators will be entitled to their daily guaranteed minimum.

All other expenses, such as meals, transportation or lodging, will not be covered by the Company.

ARTICLE Q4 - GRIEVANCE AND ARBITRATION PROCEDURE

Q4.01 Grievance committee

The Company and the Union agree to meet, in keeping with Article N3, to discuss the grievances at the written stage of the grievance procedure and attempt to resolve them.

During these meetings the Union will be represented by a permanent Union employee as well as two (2) representatives in the branches with fifty (50) or more employees who are members of the bargaining unit and one representative in the branches with less than fifty
(50) employees who are members of the bargaining unit.

These representatives shall be relieved from their duties and paid their regular hourly rate for the duration of the meeting, without this resulting in the payment of overtime.

The committee shall meet on a pre-determined date agreed to by the parties. It is agreed that this meeting shall take place in the branch where the grievance or grievances originated.

ARTICLE Q6 - SENIORITY

Q6.01 By Province

The seniority of the employees shall be applied by province, for each functional group except in the cases of vacation allocation, t-he allocation of additional working hours and overtime as well as bumbing rights which will remain by branch only.

In the event of the total or partial closure of a branch, where the work is transferred to another branch, the employees shall have the right to be transferred to the other branch according to their seniority. However, such a transfer cannot entail any bumping.

Where an employee is transferred from one branch to another, their seniority shall also be transferred.

Q6.02 Seniority list

A seniority list shall be revised every three (3) months following the signature of the collective agreement and it shall be permanently poste don the bulletin board. A copy of the revised list shall be forwarded simultaneously to the Union.

Within ten (10) working days of the posting of the revised seniority list in accordance with this article, an employee in disagreement with their seniority on the list must advise their immediate supervisor of their disagreement in writing. Within the seven (7) following calendar days, the immediate supervisor shall give their answer to the employee as to this disagreement. Failing agreement, the employees may submit a grievance in accordance with Article N3 of this agreement, and the deadlines shall be calculated from the date the answer was given by the immediate supervisor or the expiry of the time to do so.

In the case of identical seniority of new employees, the ranking of the seniority date shall be determined by drawing of lots.

Q6.03 Accumulation of seniority

An employee shall keep and accrue seniority in all cases, except those provided for in paragraph Q6.04.

Q6.04 Loss of seniority

A regular employee shall lose their seniority and their employment in the following cases:

(a) voluntary resignation;

(b) termination for just and reasonable cause;

(c) lay-off for a period exceeding twelve (12) months;

(d) absence from work for three (3) consecutive days without authorization or reasonable justification;

(e) failure to come back to work following a lay-off pursuant to the provisions of article Q9 of the collective agreement;

(f) after a 24 month absence from work due to an accident or illness, work related or not.

Q6.05 Seniority of Union representatives

The Union President and Vice-President shall be considered the most senior employees in case of lay-offs.

Q6.06 Transfer of seniority

(a) In all cases where a warehouse employee becomes an owner- operator, their name shall be removed from the seniority list and added to the owner-operator service list. The seniority they have accrued as an hourly paid employee shall then be converted into days of service.

(b) In all cases where an owner-operator becomes a warehouse employee, their name shall be removed from the owner-operator service list and added to the warehouse employee seniority list. The years of service they have accrued as an owner-operator shall then be converted into seniority.

(c) The conversion of owner-operators to warehouse employees, or conversely from warehouse employees to owner-operators, shallbe done only once peryear.

ARTICLE Q7 - POSITION POSTING

Q7.01 Posting information

The following information must appear on the posting for a newly-created or vacant position:

(a) the functional group and classification;

(b) the work schedule;

(c) the shift;

(d) the pay rate;

(e) the posting date and period;

(f) the person to whom the application must be forwarded;

(g) the required qualifications for the position

Q7.02 Applications

An interested regular employee may submit an application in writing for any posted position, by filling out the Employer's application form. This form must be forwarded to the designated person before the expiry of the posting period.

A regular employee, if they must be absent because of illness or, before leaving on holidays or if they are laid-off, may apply for a specific position (indicating the classification and work schedule) which may be posted during their absence, by leaving a written request to this effect with their manager. However, the employee shall only be eligible if they can fill the position at the time required by the Employer.

Q7.03 Position posting

(a) Any newly created position or any vacancy that the Employer decides to fill must be posted at all branches in the Province for seven (7) calendar days so that the employees may bid for the posting in writing. The posting shall provide information regarding the classification, route number if applicable, service area and scheduled hours. A copy of the posting will be forwarded to the Local President.

(b) Selection will be on the basis of the Employee's seniority and qualifications within classification then any other classification. The senior qualified applicant will be awarded the position within seven (7) calendar of the closing of the posting. The posting will be awarded by seniority within the Province. Employees shall assume their new posting within (30) calendar days.

(c) Any new employees who's hire date is on or after May 2nd 2022 must remain in their original position for a duration of 12 months. Employee who have cumulated 12 months of service or more shall be entitled to be awarded no more than two (2) positions during a calendar year. Where several positions are posted at the same time, the employee applying for more than one position shall indicate their preference.

(d) Before positing externally, the Company will make the position available to employee who have less than 12 months of consecutive service and in accordance with the selection rules stated in article Q7.03 (b).

(e) It is understood that the Employer shall have the right to temporarily fill the position without having to comply with the rules set forth in this labour agreement during the period between the posting and

when the successful applicant assumes the position.

(f) This section does not apply to a temporary vacancy.

Q7.04 Required qualifications

In this collective agreement, the expression “required qualifications” is defined in this article. The word “qualification” refers to, in particular, to the necessary practice and skills to meet the requirements of a position.

In order to be awarded a newly-created or vacant position, the applicant must, whatever their seniority, possess the required qualifications and skills, at the time he applies for the position. The Employer will provide equal opportunity for employee to acquire qualification and receive training.

Q7.05 Posting results

The Employer post the name of the chosen candidate and at the Union’s request, forward a copy of the posting with a list of all of the candidates who have applied with their seniority.

Q7.06 New classification

Upon the creation of a new classification, the Company shall forward to the Union two (2) of its title, description, qualifications, the pay rate or pay scales and the proposed functional groups. At the request of the Union, the parties must meet as soon as possible to discuss and settle any disagreement concerning the pay rates or scales and/or the functional group. The Union must request such meeting in writing within the ten (10) business days following receipt of such information, failing which it shall have no recourse to the grievance and arbitration procedure.

If there is still a disagreement at the end of the meeting, the Union may refer the case directly to the written stage of the grievance procedure within ten (10) business days following such meeting. In that event, the provisions of articles N3 of this collective agreement shall be applicable. However, the referral of the matter to the grievance procedure shall in no way prevent the Company from filling the position at the rate, pay scale and functional group it has chosen until a final determination has been reached pursuant to the arbitration process.

Q7.07 Familiarization period

(a) The employee has the right to a familiarization period of seven (7) calendar days in their new position, on the condition that they were transferred to a functional group other than the one they were in.

(b) At the end of the familiarization period set out in (a), the employee may return to their previous position without any loss of rights or privileges. Consistently, at the end of the familiarization period set out in (a), the Company may return the employee to their previous position, the whole subject to the grievance settlement and arbitration procedure. The present article does not apply to position requiring a specialized skillset training as defined in article Q7.08.

Q7.08 Specialized skills training

(a) All specialized skills training session must be posted at all branches in the Province for seven (7) calendardays so that the employees may share their interest in writing. A copy of the posting will be forwarded to the Local Unit Chair.

(b) In order to be selected for a specialized skillset training, employee will have to meet the pre-requisite qualifying criteria set out for the specific training and successfully pass a pre-test. As part of the selection process, employees will be offered the opportunity to shadow another employee performing the duties related to the specialized training. The employee will have to re-confirm their

interest in the specialized skillset training prior being enrolled.

(c) Employee who successfully pass the specialized skillset training and become certified, will have to commit to perform the duties for the duration of the certification and remain in their current position unless a position requiring the same specialized skillset is available on another shift.

(d) The Company reserves itselfthe right to assess the performance of any individual in a position requiring a specialized skillset and use it management rights to reassign an employee to another position not requiring the specialized skillset to ensure operational standards are maintained.

ARTICLE Q8 - TEMPORARILY VACANT POSITIONS

Q8.01 Temporarily vacant position

A position is temporarily vacant in the following cases:

The person who holds the position is absent from their workstation but is still employed by the company or is absent as a result of an illness certified by a physician.

In the case of an absence lasting less than thirty (30) calendar days, the employer may fill the position in the manner it considers most adequate while respecting seniority and the employees' qualifications.

In the case of a position that is vacant for more than thirty (30) calendar days or when the employer can determine that the person who holds the position will be absent for more than thirty (30) calendar days, the position shall be posted and filled in keeping with Article Q7.03 of this collective agreement.

When an employee returns to work following an absence, they shall be reinstated in the position they held prior to their absence unless their position has been abolished or modified, in which case the employee shall exercise their seniority rights for bumping in keeping with the procedure provided in Article Q9 of this collective agreement.

The employee replacing an absent employee who is affected by the return of the employee to their position shall return to their regular permanent position.

Q8.02 Temporary assignment

An employee working temporarily in another position shall receive the wage of the highest compensated position for all of the hours worked in such position, after two (2) consecutive hours.

ARTICLE Q9 - LAY-OFFS AND RECALLS

Q9.01 Prior notice for position abolition or position change

All employees are assigned to either full-time or part-time positions. In cases of lay-off or position abolition, and subject to subparagraph (e) of this para- graph, the following procedure shall be applicable separately for each section and for each branch:

(a) It is the Employer's right to determine the employee who shall be laid off.

(b) The employee that is being laid off may, if they have more seniority, bump a less senior employee in an identical position of the same status or, where none exists, a less senior employee in another position provided they have the required qualifications.

(c) The employee who has been bumped may, if they have more seniority, in turn bump a less senior

employee in an identical position of the same status or, where none exists, a less senior employee in another position provided they have the required qualifications.

(d) The employee who has been bumped may, if they have more seniority, in turn bump a less senior employee in an identical position of the same status or, where none exists, a less senior employee in another position provided they have the required qualifications.

(e) It is understood that the application of this article cannot result in more than three (3) bumpings within the affected section.

The application of the bumping procedure set forth in this paragraph Q9.01 shall be made within one week from the announcement of the first lay-off. Each affected employee shall be called in by the Employer, within the above time limit, to proceed with the bumping process on paper in the presence of a union representative. A copy of the document showing the employee's selection shall be given to the union representative.

Each employee shall have a maximum of twenty-four (24) consecutive hours to make their selection regarding the bumping of another employee. Where an employee is absent from work during the implementation of the bumping process, the Employer will make a selection on their behalf so as to not unduly delay the process.

Q9.02 Recall list

All laid-off employees shall be entered on a recall list that is to be posted permanently. The last laid-off employee shall be the first one to be recalled. There shall be one recall list per branch and per section.

Q9.03 Notice of recall

(a) The employer shall recall the laid-off employee by sending him a notice by email or by registered mail to their address as it appears in the employee's record. After delivery at said address of the recall notice, the employee shall notify their employer of their intention to return to work as per subparagraph (b) of this paragraph.

(b) Where the employee has been laid-off for more than thirty (30) days, they shall notify their employer within two (2) working days following receipt of their recall notice of their intention to return to work. They shall be allowed seven (7) calendar days to report to work, including the two (2) working days after receipt of the notice.

Where the employee has been laid-off for less than thirty (30) days, they shall notify the employer within two (2) working days following receipt of their recall notice of their intention to return to work. He shall be allowed one (1) additional working day to report to work.

(c) Should the employee fail to respond to said notice of recall, they shall be considered as having voluntarily renounced their rights, except where their failure results from a proven occupational accident or illness or from for any other reason considered to be an Act of God. In those cases, they shall bear the burden of proof.

(d) During the time necessary for the application of subparagraphs a) and b) of this paragraph Q9.03, the employer may use temporary employees to meet its work requirements.

Q9.04 Changes in the schedule

Where there is a modification exceeding two (2) hours to the time of the beginning of their work shift, a regular full-time employee may use the bumping procedure set forth in paragraph Q9.01.

ARTICLE Q10 - HOURS OF WORK AND WORK WEEK

Q10.01 General conditions

The regular work week for office employees is thirty-seven and a half (37½) hours whereas, in the warehouse section, that of city drivers is forty-five (45) hours, that of highway drivers is sixty (60) hours and that of other employees is forty (40) hours.

The workweek will be form Monday through Sunday.

A city driver is a driver who carries out his duties within a radius of forty (40) kilometres of the branch.

Except in case of a fortuitous event, an employee who shows up for work at the Company's request for his scheduled work shift and for which no work is available, shall be paid for his regularly schedules hours of work that day.

Q10.02 Split shifts

Operational requirements are such that it is often necessary to use split shift schedules. Where necessary, the length of a workday from start to finish should normally not exceed twelve (12) hours.

For the purpose of this section, "split shift" means a daily working schedule interrupted by a period of inactivity, of variable duration, excluding the meal hour.

The employees may agree with the Employer as to where their vehicle should be parked during this period of inactivity. Failing such an agreement, the employees shall park their vehicle in the area designated by the Employer and should they consider the company's decision to be unreasonable they can have recourse to the grievance procedure.

It is understood that the employee will be free to accept or to refuse to work during said period of inactivity.

Q10.03 Coffee breaks, lunch breaks

The employees shall be entitled to two (2) intercalate rests of no more than fifteen (15) minutes without reduction of wages per shift, one in the first part of the shift and another one in the second part. They shall also be entitled to one-half hour for lunch break without pay.

The office employees shall be entitled to one-half hour for lunch, without pay.

Q10.04 Call back - four (4) hours guaranteed

Any employee who is called back to work after having completed his regular workday and having left the Employer's premises shall receive a guaranteed minimum of four (4) hours at the applicable rate.

Q10.05 4/10 Schedule

The parties agree to implement a 4/10 schedule and 10 hours shift schedules, as stipulated in article N35 of the National Framework Agreement, in accordance with the following terms:

1. This schedule will be in place for the duration of the collective bargaining agreement.

2. 10 hours shift schedules will be made available is all locations of the province of Quebec where there are operational requirements.

3. All 10 shift schedules will be scheduled as per the below criteria:

    a. The 10 hours shifts will be of 11 hours scheduled presence at work per day for ten (10) hours

of work and would include two (2) paid fifteen (15) minutes breaks and two (2) thirty (30) unpaid minutes breaks and in accordance with article QI0.01.

b. Overtime will be paid after 10 hours worked per day and after 40 hours worked per week.

c. These terms and conditions apply only to permanent full-time and part-time roles of any classifications. The Company reserves itself the right to add part-time and casual staff with other hours of work as needed based on operational requirements.

4. The parties agree that up to 60% of position in a specific location can be composed of 10 hours daily shifts schedules. Any modification of said ratio must be by mutual agreement between the Company and the Union. No positions with an incumbent at the time of the ratification of the LOU will be converted to a 10-hours shift schedule unless mutually agreed by the parties and the employee. If a regular full-time or part-time position becomes vacant, the Company reserves itself the right to convert the position to a 10-hour shift schedule as needed based on operational requirements.

ARTICLE Q11 - OVERTIME

Q11.01 Definition

For the purposes of calculating overtime, the regular workday for office employees is seven and half (7 ½) hours, whereas, in the warehouse section, that of city drivers is nine (9) hours, that of highway drivers is twelve hours and that of other employees is eight (8) hours.

In all cases where an employee works more than the regular workday or work week, they shall be paid at 150% of the regular rate (time and a half).

In addition, the employee who is called back to work overtime in addition to the regular work week shall receive a minimum pay of four (4) hours at their regular rate.

Q11.02 Overtime - attribution

(a) Where necessary to complete a normal workday, overtime shall be offered to the most senior employee present at work by classification.

In other cases, the employees may put their names on a list indicating their availability to work overtime and the Employer shall call each of them, in rotation, when overtime work is available. An employee who refuses to work overtime shall be deemed to have accepted it for the purpose of maintaining the list.

For the purposes of the preceding paragraph, if the Employer cannot contactthe employee indicated on the list, they will get the shop steward, their assistant or any other employee that is covered by this labour agreement to attest to it. In such a case, said employee will lose their right to work that day, if they fail to answer the Employer's call.

(b) It is understood that the Employer shall have the right to require employees to do overtime, in reverse order of seniority, where no other employee has agreed to do so voluntarily pursuant to the procedure set out in the previous paragraph.

(c) The list on which the employees may indicate their willingness to perform overtime will be posted once every two (2) weeks. The posting will end at 5 p.m. on the Friday preceding the first week of the period.

(d) It is understood that employees who have not placed their names on the list shall not be able to claim any overtime when required by the Employer.

Q11.03 Additional hours - allocation

In the allocation of additional work hours, where it does not entail the payment of overtime, the employer shall favour the most senior employee present at work by classification.

ARTICLE Q12 - STATUTORY HOLIDAYS

Q12.01 List

The following days are paid general holidays for all regular full-time employees and part-time employees:

- New Year Day;
- Good Friday;
- Victoria Day;
- National Holiday (June 24);
- Canada Day (July 1);
- Labour Day;
- Truth and Reconciliation Day
- Thanksgiving Day;
- Christmas Day;
- Boxing Day.

In each branch and separately for each section, the Employer may postpone a statutory holiday where a majority of the affected employees are in agreement.

Q12.02 Pay for the general holiday

General holiday pay shall be equivalent to the wages that a regular full-time employee would have earned at their hourly rate for a normal day of work. For other employees, the general holiday pay shall be equivalent to their average daily earnings, excluding overtime, for the twenty (20) days worked prior to the general holiday.

Q12.03 General holiday during vacations

Where a general holiday falls during their vacation period, the employee shall either be paid for that day in addition to their vacation pay or be allowed to take extra paid vacation days.

ARTICLE Q13 - VACATIONS NO CHANGE

The following provisions shall govern vacation entitlement for the province of Quebec until January 1st 2021 at which point the entitlements under article N28 of the NFA shall apply.

Q13.06 Calculation of vacation pay

Vacation pay is calculated at a rate of two percent (2%) of the gross earnings during the reference year for each week of vacation to which the employee is entitled.

Q13.07 Reference year and service anniversary

For the purposes of calculating vacation pay, the reference year shall be from January 1st to December 31st of the previous year.

To be calculated proportionately for the first (1st) year of the collective agreement.

When an employee reaches a service anniversary during a reference year, the additional time off and vacation pay will be allocated the following January 1st of the year in which they reached the anniversary.

Q13.08 Allocation - by rotation

(a) No later than January 1st of each year, the Employer shall post one or more vacation lists and each employee shall make their selection by seniority. Selections must be made no later than February 28th of each year. Any employee who has not made their selection by February 28th will forfeit their seniority rights with regards to the selection of their vacation period.

On March 31, the Company shall post the final vacation schedules in each terminal.

(b) The employee shall indicate three (3) choices for this vacation, in order of preference, on the form provided by the Employer.

(c) An employee is entitled to take up to three (3) consecutive weeks of vacation during the period extending from June 1st to September 1st each year. The balance of the vacation entitlement, if any, must be taken outside of this period, by seniority.

Q13.09 Mandatory vacations

All employees must take all of their annual vacations yearly.

The only exception to this rule is when an employee has been absent from work in the current year for a period longer than their vacation entitlement. In such a case, the employee shall sign a waiver to their Employer.

Q13.10 Payment of the vacation pay

Each employee shall receive, with the last pay before the beginning of the leave, the vacation pay accumulated during the last reference year, paid on the basis of 4%, 6%, 8%, 10% or 12%, as the case may be, of their total gross earnings. The vacation pay shall be paid with the regular pay and the cumulative benefits for the period of reference shall be clearly indicated.

Q13.11 On termination

Upon termination of employment, for whatever reason, the employee shall bepaid for the vacation entitlement that has accrued during the last year of continuous service and that remains to be taken, in addition to their vacation entitlement for the current year, paid on the basis of 4%, 6%, 8%, 10%, or 12% as the case may be, of their gross wages.

Q13.12 Number of people on vacation at the same time - 15%

(a) In each branch, the Employer shall allow up to fifteen percent (15%) of the work force of each section to take their vacations at the same time. The employees may take a maximum of three (3) consecutive weeks. Where possible, the Employer shall allow more employees to go on vacation at the same time.

(b) For the month of November, in each terminal, the Employer shall allow up to five percent (5%) of the work force, with a minimum of one (1) employee from each section, to take their vacations at the same time. The employees may take a maximum of three (3) consecutive weeks. Where possible, the Employer shall allow more employees to go on vacation at the same time.

(c) Between the 1st and up to and including the 24th of December, in each terminal, the Employer does not allow employees to take vacations because of operational considerations during peak season.

ARTICLE Q14 - SPECIAL LEAVES

Q14.02 Employee's wedding

On the day of their wedding, an employee is entitled to a one-day leave with pay.

Q14.03 Wedding of a child

On the day of the wedding of their child, an employee is entitled to a one-day leave, without pay.

Q14.04 Election

On election days, every employee is entitled to exercise their right to vote and, to this end, the minimum hours provided for by law are granted, without any loss of wages. It is forbidden to modify a work schedule on an election day.

Q14.05 Loss of driver's licence

(a) An employee who is required to drive a motor vehicle in the performance of their duties and has had his driver's licence suspended or revoked for reasons unrelated to the performance of their duties, shall be entitled to a leave of absence without pay and without loss of seniority for a period equal to the du- ration of the suspension or the revocation, plus two (2) months, up to amaximum of fourteen (14) months. During such leave, the driver shall not be entitled to any benefits whatsoever under this collective agreement. Further- more, a driver is entitled to only one such leave for the duration of this labour agreement.

(b) An employee who is required to drive a motor vehicle in the performance of their duties and has had their driver's licence suspended or revoked shall immediately notify the Employer, failing which he will be immediately terminated without any recourse under this collective agreement.

It is agreed that the Employer may at any time ask an employee to show their driver's licence.

ARTICLE Q15 - PAYMENT OF SALARY

Q15.01 Pay cheque - inscriptions

In addition to the pay cheque, the Employer shall provide the employee with a statement showing their last name and first name, the date of the pay period, the hours worked, the overtime worked, the premiums, the position title, the deductions made and the gross and net wages.

It is understood that the Union dues and the insurance premiums shall not be deducted during the same pay period.

Q15.02 Pay distribution

The Employer shall remit the pay by direct deposit, every two (2) weeks, on Friday.

Q15.03 Shortage in pay by twenty-five ($25) or more

In the event of a shortage in pay exceeding twenty-five ($25), the employee should submit a request to their immediate superior at the latest two (2) working days after receiving the pay. After verifying the request (which will be done the same day as soon as the written request is received), the Employer shall pay the difference at the most two (2) working days later.

Q15.04 Upon termination of employment

When an employee leaves the Company, the Employer shall give him a signed statement showing all amounts owed in salary and fringe benefits, together with a written certificate of the duration of their employment.

Q15.05 Post departure pay

The Employer shall give or send the employee their final pay, including applicable fringe benefits, on the payday following their departure.

ARTICLE Q16 - INDUSTRIAL ACCIDENTS

Q16.01 Law enforcement

(a) The Employer agrees that it must abide by the *Act respecting industrial accidents and occupational diseases*.

(b) The Employer agrees to complete and forward to the appropriate authorities any accident claim form within twenty-four (24) hours following notification by the injured employee.

Q16.02 Advances

(a) Where an employee is away from work due to an industrial accident and where there is no doubt as to the validity of their claim, the Employer shall advance to the said employee the weekly benefits that he is entitled to receive from the *CNESST*, for the first ten (10) working days and also from the third (3^{rd}) week following completion of the employee's claim until their receipt of the first cheque sent by the Commission.

(b) In such cases, the employee shall sign the *CNESST* form and they shall also reimburse their Employer for all money advanced.

(c) The employee shall consent to give the address of their Employer for it to receive the *CNESST* cheques.

ARTICLE Q17 - MEDICAL EXAMINATION

Q17.01 Procedure-in case of incapacity

If, following a medical examination required by the Employer, an employee is found to be physically unable to perform their regular duties, the following procedure shall apply:

(a) The Employer shall inform the Union of the results of said medical examination of the employee. If the Union or the employee do not agree with said results, the employee will have the right to be re-examined by their own physician, at their own expense.

(b) Where the two (2) physicians disagree on the medical condition of an employee, they shall select another physician to re-examine the employee in regard to the points at issue.

(c) The report of the physician chosen for further consultation shall be final and binding on all the parties.

(d) The expenses of the physician chosen for further consultation will be paid by the Employer.

(e) Where the physician chosen for further consultation considers the employee to be able to perform their regular duties, the employee shall not lose any pay because of their temporary absence from work.

(f) Where an employee is permanently incapable of performing their regular duties without benefiting or continuing to benefit from the group insurance plan or from the indemnity provided for in the Act respecting industrial accidents and occupational diseases, he shall have the right to bump a less senior employee in another classification, providing he can meet the requirements of the position.

ARTICLE Q19 - GROUP INSURANCE PLAN

Q19.01 Mandatory contributions by the Employee

The Employer will deduct from the employee's pay a maximum amount of one hundred and fifty dollars ($150.00) per month for the duration of this agreement. The Company will remit monthly any amount authorized in writing by the Union.

Q19.02 Mandatory contributions by the Employer

The Employer agrees to reimburse the monthly cost of benefits exceeding one hundred and fifty dollars ($150).

Q19.03 The Employer also agrees to pay a monthly contribution in the following cases:

1) Where an employee is unable to work due to an accident or illness, the Employer agrees to continue paying their contributions for a period not exceeding twelve (12) consecutive months.

2) In the case of a suspension or any other disciplinary action, other than a termination, that can be challenged by way of the grievance procedure provided for in this agreement, the Employer agrees to continue to pay all the contributions provided for in this provision up to and including the day where a settlement has been agreed be- tween the parties or where a final decision has been rendered by the court of competent jurisdiction. However, where the grievance has been rejected by a final judgement of the court, the Employer shall be entitled to reclaim the paid contributions from the employee. The same conditions shall apply where there is a dispute be- tween the parties as to the inclusion of an individual within the bargaining unit.

3) Notwithstanding the aforementioned:

   (a) in the event of a lay-off, temporary unemployment or authorized leave of absence, the Company shall continue to pay the contributions of the employee for the month where the lay-off, temporary unemployment or authorized leave of absence has begun and for the following month;

   (b) in the event of a termination challenged through the grievance procedure, the Company shall continue to pay the contributions of the employee for the month of the termination and the employee shall thereafter pay all of the insurance premiums.

   However, should the employee win the grievance, the Company shall reimburse all the contributions that would otherwise have been paid by the Company and that have been effectively paid by the employee.

Q19.04 - Benefits

1) The Company shall provide a comprehensive health and welfare benefit program for eligible regular full-time and part-time Hourly Employees. The program will form part of the Collective Agreement.

These benefits include:

(a) Major Medical;
(b) Dental Plan;
(c) Vision Care;
(d) Optometrist
(e) Life Insurance;
(f) Accidental Death and Dismemberment;
(g) Short-term Disability;
(h) Chiropractic (max $500.00 per year each);
(i) Long-term Disability;
(j) Felonious Assault Insurance;
(k) Accidental Death and Dismemberment (Optional).

The Company agrees to provide all eligible Hourly Employees with current details and information covering all Hourly Employee benefit programs for which Hourly Employees covered by this Collective Agreement are entitled to participate. This book shall be provided at date of hire.

2) The Company will make available to all eligible Hourly Employees and their dependents a group accident insurance plan for those Hourly Employees who voluntarily enroll in the plan and continue to pay the required monthly premiums.

3) Major Medical Insurance:
The effective date for the Major Medical Insurance Plan is thirty (30) days for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees.

Hourly Employees covered under this benefit shall be entitled to a Drug Card with applicable deductible per use.

4) Dental Plan:
The effective date of the dental plan is the first (1st) day of the next month following the three (3) month waiting period.

The Dental Plan will provide the following:

Plan A (100% coverage) includes:

(a) diagnostic services
(b) preventative services
(c) surgical services
(d) restorative services
(e) prosthetic services
(f) endodontics
(g) periodontics

Plan B (50% coverage) includes:

(a) crowns and/or bridges
(b) partial dentures
(c) complete upper and lower dentures

Rates will be as per the current O.D.A. schedule. It is further agreed the current O.D.A. schedule is initiated when the carrier is informed of the rate change as per the insurance contract.

There will be no deductible charges for the above services.

5) Vision Care:

The Company shall reimburse Optical benefits 100% up to one hundred ($100) every twenty-four (24) months for all employees and eligible dependents.

6) Life Insurance: see NFA N22

7) Accidental Death & Dismemberment Insurance: see NFA N22

8) Short-Term Disability Benefit:
Short term disability benefits commences on the first day of accident/surgery and the fourth day of sickness. Benefit is based on seventy percent (70%) of average weekly earnings for the first fifteen (15) weeks, up to EI maximum. For the purposes of this article, the average weekly earnings will be calculated based on the six (6) weeks prior to the disability.

It is acknowledged that these and past and continuing improvements to the benefits package for employees and owner/operators satisfies the E.I. requirement of rebating a portion of any EI premium reduction. Any benefit from their share of any EI Premium reduction or rebates which may be forthcoming will be used to assist in defraying the employer's increased costs of maintaining the insured benefits plans package offered under the collective agreement.

9) Long-Term Disability Benefit:
Upon completion of ninety (90) days' employment, the Company will make available to eligible Hourly Employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on seventy percent (70%) of average weekly earnings up to two hundred-fifty dollars ($250.00) per week. Hourly Employees will have one hundred and twenty (120) days to file their long-term disability claim. The total disability period shall be a maximum two (2) years, calculated from the commencement of the short-term disability claim.

10) (a) The Company agrees to provide payment for Hourly Employees after a two (2) week waiting period from the time forms are filled out and medical attention is received for all bona fide weekly indemnity claims.

In the event the Company is required to advance funds to the Hourly Employee, the beneficiary of the weekly indemnity claim agrees to reimburse the Company for an amount equivalent within two (2) working days upon receipt of the weekly indemnity payment from the carrier.

Whereupon the reimbursement to the Company is ultimately declared N.S.F., (not sufficient funds), by the clearing bank, the amount of reimbursement is automatically deducted from the Hourly Employee's next pay, or remaining vacation accrued.

11) The Company will provide felonious assault insurance for all Hourly Employees on the payroll from the date of employment in the amount of twenty thousand dollars ($20,000.00).

12) Optional Accidental Death & Dismemberment:
This is a separate plan. Coverage under this plan is optional and available to each Hourly Employee at their own cost.

13) Dependent Coverage of Major Medical/Dental/Vision:
Any new eligible dependents, (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an Hourly Employee acquires a dependent.

14) Declaration of Common-Law Status for Benefit Eligibility:
The Hourly Employee must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status; dependent coverage can only be applied for during the first thirty-one (31) day eligibility period.

A spouse is deemed to be:

(a) A person married to the Hourly Employee as a result of a valid civil or religious ceremony, including a person separated from the Hourly Employee

(b) A person of the opposite sex, or same gender partner with whom the Hourly Employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status.)

ARTICLE Q20 - PENSION PLAN

The DHL Express (Canada), Ltd. Hourly Pension Plan for Teamsters Quebec, Local 931, CRA Registration #1065515 (the "Hourly Plan") will be frozen as of December 31, 2020. Each employee enrolled in the Hourly Plan as of December 31, 2020 date will cease accruing Credited Hours and benefits under the Plan effective December 31, 2020 and become eligible on January 1, 2021 to participate in the Unifor multi-employer Pension Plan subject to and in accordance with Article N7 of the National Provisions. No pension benefits will be earned under the Hourly Plan on and after January 1, 2021.

It is agreed that DHL may elect in its discretion to continue to operate the Hourly Plan, to wind it up or to merge it with another pension plan and will consult with the Union before doing so. The Union recognizes that the Company retains the power to make all decisions with respect to the Hourly Plan, including the timing of any such decision(s).

ARTICLE Q21 - INFRACTIONS

Q21.01 Employer's liability

No driver shall be required to violate any law relating to traffic or vehicle loads. Should a driver be issued a parking or traffic ticket while following the Employer's instructions, it will be the responsibility of the Employer to pay same. The employee shall submit any ticket or summons to the Employer within forty-eight (48) hours, failing which the Employer shall not be responsible for payment.

Q21.02 Employee’s liability

Tickets relating to a moving vehicle for offences such as excessive speed, failure to stop at a stop sign or red light, reckless driving or inappropriate driving, shall be the sole responsibility of the driver.

ARTICLE Q22 - TECHNOLOGICAL CHANGES

Q22.01 Description

In cases of technical or technological improvements, modifications to the Employer's administrative structure or system, changes to the work procedures orabolition of positions, the Employer shall, in collaboration with the Union, do everything in its power to provide assistance to the affected employees in order to adapt to said improvements, changes or transformations.

Q22.02 No decrease in wages

No employee shall incur a decrease in wages due to a technical or technological improvement, a transformation or modification in the Employer’s administrative structure or system, or working procedures.

Q22.03 Canada Labour Code

Sections 51(1), 52, 53, 54 and 55 of part I of the *Canada Labour Code* pertaining to technological changes are applicable and are considered to be an integralpart of this collective agreement.

ARTICLE Q23 - TRANSFER OF RIGHTS

Q23.01 Sale or transfer of business

(a) The full or partial alienation or grant of a business other than through a judicial sale does not invalidate any certification, nor this collective agreement, nor any other certification proceeding, nor the conclusion nor the implementation of this collective agreement. Irrespective of the partition, merger or change to legal structure of the business, the new Employer is bound by the current certification and collective bargaining agreement as if a party thereto and as such becomes a party to any proceeding relating thereto in lieu of the predecessor Employer.

(b) The Employer consents to notify the Union of the sale of business or any other change in the control of such business fifteen (15) days after completion of the sale, the whole without prejudice to any other recourse of the Union.

(c) In the case of the move of the head office, the move and/or addition of a place of business, the Employer agrees to notify the Union of same fifteen (15) days before the move or addition.

(d) The provisions of this article Q23.01 are completely without prejudice to any other rights or recourses that the Union may or could have either pursuant to the provisions of this agreement or pursuant to any other applicable laws.

Q23.02 - Merger -Purchase

The Company agrees to notify the Union in writing, within fifteen (15) days after completion of the sale, if it is acquiring, through purchase, the business or operations of another Employer which would be covered by the Union certification and when such operations should be merged with those of the current operations of the Company.

(a) If there is an operational merger, all of the employees affected by such transaction shall be integrated according to their respective classification and seniority, on a dovetailing basis.

(b) If there is no operational merger, employee seniority shall remain separate in each company.

ARTICLE Q24 - RETRAINING – DRIVING COURSE

Q24.01 Training

Where instruments or equipment requiring specialized training are introduced, the Employer agrees that they will be operated by the most senior employee who will be entitled to receive the necessary training, by classification, by functional group and by section. The training shall be paid by the Employer.

ARTICLE Q25 - POSITION CLASSIFICATION AND WAGE RATES

Q25.01 Annex A

The salaries and premiums for salaried employees are listed in Annex A of this collective agreement.

Q25.02 Tables and Annexes

All appendices, Annexes and letters of understanding between the Company and the Union shall constitute an integral part of the collective agreement and, unless otherwise specified in the said appendices, Annexes and letters of understanding, they shall expire at the same date as the labour agreement.

ARTICLE Q26 – ELECTRONIC SURVEILLANCE EQUIPEMENT

The following notice shall be posted in all work sites covered by this collective agreement:

“As a result of the nature of our activities and in order to respond to occasional requests from clients, electronic surveillance equipment may be installed from time to time on the work site.”

The Company shall install video surveillance equipment in all of the security booths.
It is agreed that this type of equipment will not be installed in areas where the hourly employees and owner-operators are entitled to protection of their privacy, such as in washrooms, locker rooms and dining areas.

ANNEX A

PAY SCALE 2025 TO 2028

	2025 – January to June 28			
Classification	**0-3 Months**	**4-10 Months**	**11 - 18 Months**	**TOP RATE**
Driver Tractor	$23.28	$24.01	$30.28	$30.94
Driver 5 Tons and More	$23.28	$24.01	$30.16	$30.82
Driver	$19.03	$19.13	$20.58	$27.21
Warehouse (Non Deliverable Clerk)	$19.03	$19.24	$20.40	$26.97
Bilingual Customer Counter Specialist/HIC (YUL GTW/YUL YDM)				

	2025 – June 29 to Dec. 31			
Classification	**0-3 Months**	**4-10 Months**	**11 - 18 Months**	**TOP RATE**
Driver Tractor	$23.80	$24.54	$30.81	$31.47
Driver 5 Tons and More	$23.80	$24.54	$30.68	$31.34
Driver	$19.55	$19.66	$21.11	$27.73
Warehouse (Non Deliverable Clerk)	$19.03	$19.24	$20.40	$26.97
Bilingual Customer Counter Specialist/HIC (YUL GTW/YUL YDM)	$19.55	$19.76	$20.93	$27.50

	2026			
Classification	**0-3 Months**	**4-10 Months**	**11 - 18 Months**	**TOP RATE**
Driver Tractor	$24.63	$25.40	$31.89	$32.57
Driver 5 Tons and More	$24.63	$25.40	$31.75	$32.44
Driver	$20.23	$20.35	$21.85	$28.70
Warehouse (Non Deliverable Clerk)	$19.70	$19.91	$21.11	$27.91
Bilingual Customer Counter Specialist/HIC (YUL GTW/YUL YDM)	$20.23	$20.45	$21.66	$28.46

	2027			
Classification	**0-3 Months**	**4-10 Months**	**11 - 18 Months**	**TOP RATE**
Driver Tractor	$25.43	$26.23	$32.93	$33.63
Driver 5 Tons and More	$25.43	$26.23	$32.78	$33.49
Driver	$20.89	$21.01	$22.56	$29.63
Warehouse (Non Deliverable Clerk)	$20.34	$20.56	$21.80	$28.82
Bilingual Customer Counter Specialist/HIC (YUL GTW/YUL YDM)	$20.89	$21.11	$22.36	$29.38

	2028			
Classification	**0-3 Months**	**4-10 Months**	**11 - 18 Months**	**TOP RATE**
Driver Tractor	$26.45	$27.28	$34.25	$34.98
Driver 5 Tons and More	$26.45	$27.28	$34.09	$34.83
Driver	$21.73	$21.85	$23.46	$30.82
Warehouse (Non Deliverable Clerk)	$21.15	$21.38	$22.67	$29.97
Bilingual Customer Counter Specialist/HIC (YUL GTW/YUL YDM)	$21.73	$21.95	$23.25	$30.56

BONUSES

Night shift bonus

Employees working the night shift will receive a bonus of twenty-five cents (0.25¢) per hour.

The night shift bonus will apply if most of the hours worked and scheduled take place between 10:00 p.m. and 6:00 a.m.

Split shift bonus

The employee who works split shifts shall receive ten dollars ($10.00) per week to cover their travel expenses.

Lead hand

The lead hand shall receive a bonus of one dollar and fifty cents ($1.50) per hour for the duration of the collective agreement.

Dangerous Good (DG)

The employee assigned to the task of Dangerous Good inspection shall receive a premium of one dollar and fifty cents ($1.50) for each hours worked.

Airside

The employee assigned to the task of Airside shall receive a premium of one dollar and fifty cents ($1.50) for each hours worked.

Load planner

The employee assigned to the task of Load planner shall receive a premium of one dollar and fifty cents ($1.50) for each hours worked.

Premium for certified forklift truck operator

The employee assigned to the task of forklift operator shall receive a premium of one dollar ($1.00) for each hours worked (min 1 hour). The Company will assign daily a defined number of employee(s) that will perform the forklift operator task as per operational needs.

Manifest premium

Manifest tasks are considered tasks requiring specialized training in accordance with Article Q7.08. Employees performing these tasks will receive a premium of $1.50 per hour for each hour worked, based on the needs of the Company.

ANNEX B

FUNCTIONAL GROUPS AND CLASSIFICATIONS

Q-B1.01 Functional groups and classifications

For the purposes of this collective agreement, a branch means a place of business of the Employer that offers not only transportation and warehousing services but also administrative services.

For the purposes of implementing this collective agreement, all the branches in Quebec are deemed to be one branch.

The parties agree that there will be two (2) functional groups of employees with the following classifications within each group :

1) Driver functional group

- Delivery vehicles (car or light truck);
- Truck drivers («straight body» type) five (5) tons or more;
- Tractor drivers;
- Walker (on foot or bike);

2) Warehouse functional group

- Non-deliverable clerk

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF

CANADA LOCAL 700.39

QUEBEC OWNER OPERATOR APPENDIX (ANNEX 1)

Effective January 1, 2025 to December 31, 2028

QUEBEC – OWNER OPERATOR APPENDIX
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ARTICLE QO1 - PREAMBLE AND UNION RECOGNITION

QO1.01 Status of the owner-operators

The parties acknowledge that, with regards to the Company, owner-operators have the status of dependent contractors, except with regards to the specific provisions of Part 1 of the *Canada Labour Code* under which they are considered as dependent contractors and with regards to the *Act respecting industrial accidents and occupational diseases* under which they are considered self-employed.

QO1.02 Utilization of others

No work covered by the bargaining unit shall be done by an owner-operator excluded from the certification, except:

(a) in cases of emergency and where no unionized owner-operator is available to do such work;

(b) during the training of owner-operators and when necessary to verify the equipment;

(c) for the temporary replacement of an absent owner-operator.

ARTICLE QO2 - INTERPRETATION

QO2.01 Validity of clauses and articles

The nullity or invalidity of a clause or a specific article or part of this Annex shall not invalidate the rest of this Annex.

Any provision of this Annex, which is now or should become contradictory to provisions of the federal laws applicable in such matters, shall automatically be null and void. In such circumstances, the provision shall be modified to conform to the applicable legislation.

QO2.02 No modification without Union consent

Any modification to this Annex that might have been agreed on, verbally or in writing, by the Company and one or more owner-operators, shall be considered null unless approved in writing by the Union president or business agent.

In the event of a violation of this provision, the Union may have recourse to the grievance procedure without being restricted by the time limits set forth in Article N3 of this agreement.

QO2.03 Branch

For the purposes of this labour agreement, all the branches in Quebec are deemed to form only one branch except in exercising their bumping rights which will remain by branch only.

ARTICLE QO3 – BARGAINING

QO3.01 Bargaining committee

During the four (4) months preceding the expiry of the collective agreement, the parties will agree on the number of owner-operators that are entitled to a paid leave of absence to take part in the bargaining sessions with the Company in order to renew the labour agreement and that, until the strike or lock-right right is obtained.

The parties agree that the Union can decide on the size of its bargaining committee as outlined in the Article N23 of the NFA.

The owner-operators will be entitled to their daily guaranteed minimum.

All other expenses, such as meals, transportation or lodging, will not be covered by the Company.

ARTICLE QO5 - SERVICE

Q5.01 Transfer of seniority

(a) In all cases where a warehouse employee becomes an owner- operator, their name shall be removed from the seniority list and added to the owner-operator service list. The seniority he has accrued as an hourly paid employee shall then be converted into days of service.

(b) In all cases where an owner-operator becomes a warehouse employee, their name shall be removed from the service list and added to the seniority list of warehouse employees. The years of service he has accrued as an owner-operator shall then be converted into days of seniority.

(c) The conversion of owner-operators to warehouse employees, or conversely from warehouse employees to owner-operators, shall only be done once per year.

Q5.02 Seniority

The service of the owner-operators shall be applied by province. In the event of the total or partial closure of a branch, where work is being transferred to another branch, the owner- operators have the right to be transferred, according to their service, to the other branch. However, such a transfer cannot entail any bumping.

Should an owner-operator be transferred from one branch to another, their service shall also be transferred.

ARTICLE QO6 - POSTING

QO6.02 Posting information

The posting must contain the following information :

(a) the appropriate financial and operational information concerning the route;

1. Defined service area
2. Vehicle size
3. Estimated average number of stops
4. Estimated average number of pieces
5. Estimated average number of kilometers

(b) the posting date and the posting period;

(c) the person to whom the applications are to be forwarded

QO6.03 Applications

The director or officer of any interested owner-operator may submit an application in writing for any posted route, by filling out the Company's application form. This form must be forwarded to the designated person before the expiry of the posting period.

Owner-operators shall have the right to claim the route according to their service.

Should the choice of a candidate create a vacancy in a route, such first vacancy will be posted according to the rules determined in paragraph QO6.01. In all, the application of this paragraph cannot result in more than two

(2) bumpings.

Any vacancy created by the application of the previous paragraph does not have to be posted. However, any monetary change shall be considered a new position and shall be posted in keeping with the rules established in the present paragraph QO6.01.

Before using the services of an owner-operator of its choosing, the Company agrees to offer the vacancy orally to the owner-operator who earned an aver-age route revenue less than that of the route that has become vacant during the last six (6) months.

However, before hiring from outside, the Company shall give preference, by seniority and when he has the required qualifications, to an employee of the driver section and then the warehouse section. In such a case, the transfer of the owner operator shall be irrevocable.

For the purposes of the present paragraph, all the branches in Quebec are deemed to form a single branch.

ARTICLE QO8 - REMUNERATION OF THE OWNER-OPERATORS

QO8.01 Benefits included

It is the sole responsibility of the owner-operator to ascertain that the remuneration he receives from the Company includes, if applicable, vacation pay, an indemnity for fringe benefits, bereavement leave, holiday and parental leave, for any person having the status of an employee.

QO8.03 Route « Flexing »

In the case where it is established that the owner-operator will not be able to effect one or more deliveries or pick-ups in their zone, the Company reserves the right to allocate these stops to routes in the same area in order to maintain the customer service levels. This is not to be used on a regular basis, but rather used in specific cases or as a short-term solution.

QO8.04 Pay distribution

The Company shall remit the remuneration pay by direct deposit, every two (2) weeks, on Friday.

QO8.05 Shortage on the remunerations by fifty dollars ($50) or more

Shortages in remuneration exceeding fifty dollars ($50) shall be paid by the Company not later than two (2) working days following the receipt of a written notice to that effect.

If the shortage is the result of an error or omission of the owner-operator, the difference will be corrected during the following remuneration period.

ARTICLE QO9 - INDUSTRIAL ACCIDENTS

QO9.01 Law enforcement

(a) The Company agrees that it must abide by the *Act respecting industrial accidents and occupational diseases*.

(b) The Company agrees to complete and forward to the appropriate authorities any accident claim form within twenty-four (24) hours following notification by the injured employee.

QO9.02 Advances

(a) Where a director or officer of the owner-operator employee is unable to provide services due to an industrial accident and where there is no doubt as to the validity of

their claim, the Company shall advance to the said owner- operator the weekly benefits that he is entitled to receive from the *CNESST* for the first ten (10) working days and also from the third (3rd) week following completion of the owner-operator's claim until their receipt of the first cheque sent by theCommission.

(b) In such cases, the owner-operator shall sign the *CNESST* form and he shall also reimburse the Company for all money advanced.

(c) The owner-operator shall consent to give the address of the Company for it to receive the *CNESST* cheques.

ARTICLE QO10 - INFRACTIONS

QO10.01 Company's liability

No owner-operator shall be required to violate any law relating to traffic or vehicle loads. Should an owner-operator be issued a parking or traffic ticket while following the Company's instructions, it will be the responsibility of the Company to pay same. The owner-operator shall submit any ticket or sum- mons to the Company within forty-eight (48) hours, failing which the Company shall not be responsible for payment.

QO10.02 Owner-operator's liability

Tickets relating to a moving vehicle for offences such as excessive speed, failure to stop at a stop sign or red light, reckless driving or inappropriate driving, shall be the sole responsibility of the owner-operator.

Any infraction involving the owner-operator's vehicle, whether it be moving or parked, must be immediately brought to the attention of the manager of the service centre.

ARTICLE QO11 - RESPONSIBILITIES OF THE OWNER-OPERATOR

QO11.01 One single vehicle

(a) All owner-operators shall be entitled to a single route and to one vehicle.

(b) The creation, elimination or modification of the routes to which owner- operators are assigned is a management function. The parties understand that the routes may be modified as necessary.

QO11.02 Replacement

It is understood that a replacement driver may be used from time to time to do the usual route of the owner-operator. Such a replacement driver is provided at their own expense by the owner-operator himself and will have to show before- hand that he can meet all the performance standards of the Company. Such a replacement driver may be used in case of statutory holiday, accident, occupational accident, illness, occupational disease, vacations, authorised leave, loss of driver's licence or in a case of emergency. Such a replacement

driver must not be used for a period exceeding ninety (90) days per year.

In cases of accidents and/or sickness, where the owner-operator is absent for more than ninety (90) days, he shall maintain their service credited with the Company for a maximum period of two (2) years following the beginning of the absence.

At the expiry of the initial period of ninety (90) days, the Company shall sign the standard DHL Express (Canada), Ltd. contract, referred to in National Appendix A with the replacement driver. However, the replacement

owner-operator shall not accumulate any service within the meaning of this Annex 1 and they shall, as a condition of the validity of their service agreement, agree to lease from the absent owner-operator, at market price, their truck.

At the expiry of said period of two (2) years, the owner-operator shall lose their accumulated service and their contract with the Company shall be cancelled.

QO11.03 Violation of the Annex

Should an owner-operator allow another driver to drive their vehicle for any other reason than those listed in paragraph Q11.02 and with a view to circumvent the application of this Annex, it shall be considered a direct breach thereof.

QO11.04 Defensive driving

The Company shall make available, at its own expense, a defensive driving course to those interested owner-operators.

QO11.05 Parking

Between assignments, the vehicle of the owner-operator shall be locked and parked at a secure location, when it contains Company merchandise.

ARTICLE QO12 - EQUIPMENT

QO12.01

A) Paint and decals

The Company is responsible for supplying and installing decals. When the Company modifies the colors required, it shall assume the entire cost of the painting work in keeping with the prices required by a shop accredited by the CAA. Depending on the prices, the owner-operator is free to have the work done elsewhere as long as it complies with the general standards established by the Company. The Company agrees to pay 50% of the cost of painting the truck, up to a total of $2,000.00 per three-year period for an owner- operator in service. Any new owner-operator hire shall be entitled to it after providing their services for a three-year period.

The owner-operator is responsible for all the work to be done on the body of the vehicle before the painting work.

The owner-operator shall bear the entire cost when the decals must be re- moved when they leave the Company.

B) Standards of appearance

The Company has the right to refuse a service contract or to terminate a service contract with an owner-operator whose equipment does not meet the Company's standards. The Company must first give a notice in writing to the owner-operator not less than seventy-five
(75) calendar days to meet the appearance standards.

C) Incentive to purchase a new vehicle

The Company has accepted to offer to the owner-operators under contract at the time of coming into force of this Annex 1, a special loan for the purpose of changing vehicles. The loan, without interest, must be contracted within a maximal delay of six (6) months following the coming into force of this Annex 1 and must be used for the purchase of a new vehicle only. The loan shall be in the amount of three thousand dollars ($3,000.) and can reach five thou- sand dollars ($5,000.) in the case of a green, hybrid or electric vehicle. This interest - free loan must be reimbursed in twenty-four (24) equal and consecutive monthly installments.

QO12.02

Owner-operators are responsible for the hand-held scanners.

Effective as at the signing of this Annex, when this equipment is damaged or lost as a result of the negligence of the owner-operator, the owner-operator shall be responsible for the cost of repairing it or replacing it.

Should the owner-operator decide to leave the Company over an incident of this nature, the Employer may deduct the replacement or repair cost from the last pay cheque.

QO12.03

Owner-operators are required to provide the Company with a copy of all maintenance records related to their vehicle on a quarterly basis.

QO12.04

Owner-operators are required to provide the Company with a copy of their insurance certificate and valid driver's license on a yearly basis.

LETTER OF UNDERSTANDING 1

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Gas table bonus

Effective as at the date of signature Extrapolate the current calculation to $2.50

If the price per litre increases beyond $2.50, the parties will meet to adjust this table.

	Between $0.70 and $0.749/litre	Between $0.75 and $0.799/litre	Between $0.80 and $0.849/litre	Between $0.85 and $0.899/litre	Between $0.90 and $0.949/litre	Between $0.95 and $0.999/litre	From $1.00/litre
Econoline	$ 0.0170	$ 0.0290	$ 0.0390	$ 0.0400	$ 0.0500	$ 0.0600	$ 0.0650
Cube	$ 0.0250	$ 0.0340	$ 0.0440	$ 0.0500	$ 0.0625	$ 0.0750	$ 0.0800
5 Ton	$ 0.0300	$ 0.0390	$ 0.0490	$ 0.0550	$ 0.0675	$ 0.0800	$ 0.0850
Tractor	$ 0.0300	$ 0.0390	$ 0.0490	$ 0.0550	$ 0.0675	$ 0.0800	$ 0.0850

In order to compensate for the increases in fuel price, starting Monday, April 5, 2005, the Company agrees to pay an additional premium to the owner- operators. This premium will vary according to the gas price at Ultramar Pipe-line. The prices at Ultramar Pipeline will be posted weekly in the branches. The owner-operators will indicate the amount to which they are entitled on the regular pay sheet (blue sheet).

Please note that failure to do so will result in the owner-operators not being paid for said premium.

FOR THE COMPANY:	**FOR THE UNION:**
	Alain Daigle
	Mario D'Amour
	Dipti Patel
	Michael Primus
	Benoit Potvin

LETTER OF UNDERSTANDING 3

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Converting Owner-Operator to hourly driver

Should the Company decide to convert any owner-operator route(s) to hourly, the following shall apply:

1) The Company will provide at least 90 days notice of the conversion to the business agent and the affected owner-operator(s).

2) The Company will meet with the local president, the Union representative or designate, and the affected owner-operator(s) to discuss any issues of mutual concern relating to the conversion.

3) The affected owner-operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority to any junior owner-operator route or may elect to resign and accept a severance payment equivalent to two (2) weeks per year of service at the prevailing hourly driver rate. These options will also be available to any owner-operator who is bumped by another owner-operator as a direct result of the con- version. An owner-operator 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.

4) If the owner-operator requests, the Company will either assume responsibility for the vehicle leases of affected owner-operator(s), or, if the owner- operator(s) owns their vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the owner-operator, provided the vehicle was acquired or committed to by the owner- operator prior the date of notice under paragraph 1 above.

   If the vehicle is leased and there remains residual equity in the lease, the owner-operator will be compensated accordingly.

5) The Company will indemnify the affected owner-operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise re- coverable by the owner-operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

6) The Company will indemnify the affected owner-operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of $1200 per owner-operator.

7) If, as a result of conversion, an owner-operator incurs an unexpected income tax liability because of the inability to claim a re- serve under the Income Tax Act with respect to the deferred in- come, the Company will provide the owner-operator with reason- able financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:

   - the owner-operator must provide satisfactory proof (tax liability) that such loan is

required for the above purpose;

- the loan will be for a maximum of $20,000 for a 3/4 ton vehicle, $25,000 for a one ton vehicle, $30,000 for a five ton vehicle, and $35,000 for a tractor.

- the owner-operator shall sign a promissory note for the loan;

- the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;

- the repayment schedule shall be based on an equal number of monthly instalments of $500 per month, unless the parties agree otherwise, provided the loan is repaid in full not later than December 31, 2006;

- the owner-operator must have elected to become an hourly rated employee and must continue to be an employee of the Company; if their employment is terminated prior to full re- payment, the outstanding balance shall become due and payable upon termination.

8) If, prior to the notice under paragraph 1 above, the owner-operator has incurred indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the owner-operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of $5,000 subject to the conditions set out in paragraph 7) above.

9) Any dispute over the application of this L.O.U. may be submitted to arbitration in accordance with Article N3 of the Collective Agreement within 180 days of notification of conversion.

10) It is understood that any owner-operator that takes an hourly driving position as a result of these provisions will be awarded a nine (9) hour position.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 5

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Abuse of alcohol and other drugs

The abuse of alcohol and other drugs is recognized as a serious medical and social problem that could have an impact on the employees. The Company and the Union are intent on early treatment and helping employees to be re- habilitated.

The Company agrees to continue adopting an overall approach with respect to violations involving the abuse of alcohol and other drugs and the related problems. This aid shall specifically involve directing employees to appro- priate services and guidance or treatment and rehabilitation centres.

The Company shall pay all normal group insurance premiums when an em- ployee undergoes a prescribed medical treatment. When the treatments of- fered by the selected centre are not covered by the public health plan of Quebec , the Company shall only pay the fees for treatment followed by the hourly employees; it will direct the owner-operators to appropriate cen- tres but shall not pay the fees incurred in this respect.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Vehicle security

The owners-operators and the hourly employees must respect the following rules concerning vehicle security.

The doors (front, side, back and sliding) of the vehicles used to carry deliveries must be locked.

The hourly driver or the owner-operator is responsible for the shipments en route. The vehicles

must be locked at all times when left unattended.

The back door on semi-trailers must be equipped with a lock and the owner- operator is responsible for ensuring that the lock is in place and closed.

The merchandise must never be left unattended when it is located on ramps or loading docks.

In the event that the above-mentioned rules are violated, it is understood that any loss suffered by the Company or a client shall entail the termination of the owner-operator's contract or the dismissal of the hourly employee.

If the violation of one of the above-mentioned rules does not result in a loss for the Company or the client, the owner-operator or the hourly employee shall be subject to progressive disciplinary measures. "Loss" means any client's merchandise or property. Any other loss of Company property shall be handled in keeping with the provisions of the collective agreement.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 7

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Incorporation

Within the six (6) months following the ratification of Annex 1, the owners- operators in the bargaining unit who wish to do so may incorporate.

The incorporation fees shall be assumed by the Company with respect to all of the owners- operators as well as any hourly employee who is a member of the bargaining unit as at the date of ratification and who later becomes an owner-operator.

After the ratification date, all new owner-operators must incorporate to enter into a service agreement.

This article does not in any manner whatsoever deprive the owner-operators and the hourly employees of the rights and protections, current and future, to which they are entitled under this collective agreement.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 10

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

The two parties agree to set up a joint committee to study the possibility for the employees and, if possible, for the director or officer of an owner- operator of contributing to the FTQ Solidarity Fund.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 11

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

During negotiations, the Union presented an insurance plan to be offered to the owner- operators. After the implementation of Annex 1, the Union will present to the owner- operators the contents of the insurance plan and subsequently, the parties will set up a joint committee that will determine the implementation procedure of such a plan. In the hypothesis discussed at the negotiating table, al of the owner-operators would have to be incorporated and the Company would no longer provide CNESST coverage. The Company would compensate the owner-operators accordingly. In this scenario, the di- rector of the owner-operator could chose to get personal coverage with the CNESST or alternatively opt for a private insurance plan.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING
Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Québec shuttle

The remuneration for the Québec shuttle is established as follows:

5 tons

- Flat Rate: $ 900.- per day all inclusive (pieces, km & gaz), no premium
- Increase: Annual increase based on the % of general wage increase in accordance with the collective agreement
- Additional delivery stops (i.e. Loomis) - $ 25 per pallet or cage
- Minimum payment for unforeseen events - $ 450.

Linehaul

- Flat Rate: $1107.04.- per day all inclusive (pieces, km & gaz), no premium
- Increase: Annual increase based on the % of general wage increase in accordance with the collective agreement
- Additional delivery stops (i.e. Loomis) - $ 25 per pallet or cage
- Minimum payment for unforeseen events - $ 500.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 18

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Quebec Peak program

DHL Express Canada will offer to the Owner Operation the possibility to rent/use a second truck on their route during peak periods such as the Christmas holiday period and all other periods in the year mutually agreed upon by both parties (DHL & Unifor). The details of the program are as follow:

1) The participation by the owner operators into this program is strictly voluntary. All other CBA provisions including route flex shall remain in place during this period.

2) During peak periods, Owner Operators doing deliveries to customers are permitted to rent a second truck to put on their route.

3) The second truck can only service the specific dedicated geography of that Owner Operator.

4) An additional scanner will be provided to any owner operator that will have a second truck.

5) The Owner Operator shall charge on a single invoice the Company for the truck rental (only during the Christmas peak period), all stops, pieces, kilometers and the quality pay per truck. Only one (1) minimum can be charged per road per day.

6) The Owner Operator shall pay the helper rates at their discretion but no less than the applicable provincial minimum wage.

7) The company will provide to the local with $10 per helper per week to offset dues remittance.

8) Any Owner Operator found to have violated any of the terms above will be excluded from any further use of the program and could face discipline.

9) The company will ensure that all the hourly workers are full utilized including OT and any hourly employee that provides availability on the extra work roster shall be exhausted prior to utilization by the owner operator.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING 19

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Red circle - Drivers with second route

The Parties mutually agree that the following Owner Operators are operating a second route as of the date of ratification of this collective agreement:

- Dimitri Baretto

The above mentioned Owner Operators will retain the right to operate two (2) route until the expiry of the current bargaining agreement.

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Fuel Rate Premium

The Company and the Union have agreed that effective July 1, 2019, the fuel rate premium for Owner Operators in Quebec shall be calculated based on the current gas prices specified by Kent Group.

All other aspects of the fuel rate premium as outlined in the present Collective Agreement between UNIFOR and DHL shall remain unchanged.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

LETTER OF UNDERSTANDING
Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

Quebec YMX Location Premium

The parties agree to add a YMX location premium as per the term set forth in this letter of understanding. All hourly Employees working in the YMX Mirabel location shall receive a premium for each regular hours worked during the regular work week excluding overtime, PDO and vacation, as stated in the table below:

YMX LOCATION PREMIUM

YMX LOCATION PREMIUM	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Driver Tractor	$2.50	$2.50	$1.00	$1.00
Driver 5 Tons and More	$2.50	$2.50	$1.00	$1.00
Driver	$2.50	$2.50	$2.50	$1.00
Warehouse (Non Deliverable Clerk)	$2.50	$2.50	$2.50	$1.00

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Benoit Potvin

LETTER OF UNDERSTANDING

Between

DHL Express (Canada), Ltd.
(hereinafter referred to as the "Company")

And

UNIFOR Québec Local 700.39
(hereinafter referred to as the "Union")

OWNER OPERATOR BIKER RATES

The Owner Operator Biker shall invoice and be paid for the performance of services on the following formula:

Base Rate
(#Pieces x piece rate)
+ (# of additional piece x additional piece rate)

The base rate will then have added to it:
+ Quality Payment - paid in accordance with N34

The following rate table will be in full force and effective from and including June 30th 2025.

	30-Jun-25	01-Jan-26	01-Jan-27	01-Jan-28
Biker		3.50%	3.25%	4.00%
Minimum	**$ 167.50**	**$ 173.36**	**$ 178.99**	**$ 186.15**
Quality Payment	**$ 65.00**	**$ 67.28**	**$ 69.47**	**$ 72.25**
Piece	**$ 3.135**	**$ 3.245**	**$ 3.350**	**$ 3.484**
Additional Piece	**$ 0.462**	**$ 0.478**	**$ 0.494**	**$ 0.514**

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Alain Daigle

Mario D'Amour

Dipti Patel

Michael Primus

Benoit Potvin

FOR THE COMPANY:	FOR THE UNION:
Catherine Bourdages	*Alain Daigle*
Glenn Gardner	*Mario D'Amour*
Nicholas Halary	*Dipti Patel*
Ewa Maggiotto	*Michael Primus*
	Benoit Potvin

Ratified on June 28, 2025.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 4005

NOVA SCOTIA HOURLY APPENDIX

Effective January 1, 2025 to December 31, 2028

NOVA SCOTIA – HOURLY APPENDIX
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Preamble

This Collective Agreement is made up of two parts:

1) National Provisions which have application to all Unifor represented employees and owner operators in Canada; and

2) Regional Appendices, which establish terms and conditions specific to Unifor represented employees and owner operators in each defined Region.

No articles or clauses from the Regional Appendices (including any appendixes, schedules, business agreements, letters of understanding, intents or agreements) may be in direct conflict with the National Provisions of this Collective Agreement. In such situations the National Provisions of this Collective Agreement shall prevail.

ARTICLE NS9 – HEALTH & SAFETY

9.09 Equipment (PPE)

The Company is committed to ensuring the safety and health of all employees. As part of this commitment, the Company shall provide all necessary required personal protective equipment (PPE) to employees at no cost, subject to N9 and its provision for protective footwear. The list of necessary equipment will be defined by the Company and in accordance with all statutory and regulatory requirements for the safe performance of job duties.

9.16 In accordance with N9 and in compliance with provisions in Part II of the Canada Labour Code and applicable regulations, the Union and the Company at the Joint Health & Safety Committee will, no less than two times per year, discuss ergonomic concerns and training including consideration of any new processes, procedures, or jobs.

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

ARTICLE NS10: HEALTH AND WELFARE INSURANCE

10.01 (1) a) The employer shall provide comprehensive health and welfare insurance, the cost of which, to the employee, will be equivalent to one percent (1%) per month of the regular earnings. The parties agree that the employer is not the insurer. The insurance shall be administered in accordance with the terms, conditions, rules and regulations of the respective plans.

Those benefits include:

- Provincial Medical
- Major Medical
- Dental Plan
- Life Insurance

- Accidental Death and Dismemberment
- Weekly Indemnity
    - Short-term Disability
    - Long-term Disability
- Felonious Assault Insurance
- Personal Accident (Optional)
- Pension

b) The employer will provide a drug card to use at a recognized pharmacy at the current deductibles.

(2) The employer will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

ARTICLE NS11: TRAINING

11.01 The employer will ensure that each and every driver is properly trained, (up to three (3) days, as to their full responsibilities and duties.

ARTICLE NS27: SCHEDULING WORKING HOURS AND OVERTIME

27.01 The work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one-half (1 ½) the basic rate. All time worked in excess of eight (8) hour per day or ten (10) hours per day in a short work week, will be paid at time and one-half (1 ½) the basic rate for the classification..

27.02 Employees will be paid according to the hours scheduled. Any regular full time or part-time employees working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.

27.03 Any employee ordered to report for work at a time specified by the employer, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours of work or four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.

27.04 No employee shall be required to take time off in lieu of overtime hours worked.

27.05 A chart indicating each route by number, class, area, current driver, scheduled hours and any other pertinent comments concerning each route shall be placed in a locale easily observed by all drivers within each branch and shall be updated when any of the posted information becomes invalid or is changed.

27.07 a) Regular part-time employees will be given the first opportunity by group seniority and by classification to supplement their hours of work by indicating their desire to be called for additional hours.

b) When additional hours worked can reasonably be foreseen as amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.

c) Part-time employee's hours will be averaged over the bi-weekly pay period. Time and one-half (1 ½) will be paid on hours in excess of eighty (80) in any one pay period.

d) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from this provision.

27.08 **Rest Periods**

(a) All employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period. To clarify, the paid fifteen (15) minute paid rest period is considered time worked.

(b) Employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

(c) All shifts over five (5) consecutive hours or more shall have a one-half (1/2) hour unpaid meal period, unless otherwise mutually agreed to by the Company and the employee.

ARTICLE NS28: HOLIDAYS

28.01 The following statutory holidays will be observed with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Heritage Day	Truth and Reconciliation Day

28.02 An employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.

28.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, at their option, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.

28.04 Eligible employees are those employees who are full time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of fifteen (15) calendar days. An eligible employee will be entitled to be paid for the above noted holidays, although no work is performed, provided such employees work on the regularly scheduled day preceding and the next regularly scheduled day following such holidays. The employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work

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

28.05 a) For holiday pay, full-time employees will be paid by multiplying the employee's basic hourly rate of pay by the number of hours worked in the employee's regularly schedule work day.

b) Holiday pay for part-time employees will be paid in accordance with the Canada Labour Code.

28.06 Those employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for his/her classification.

28.07 If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½) for the day worked in addition to the holiday pay.

28.08 In the event a statutory (general) holiday is proclaimed by the Federal/Provincial Government, such holiday shall also be observed if not already listed in the above holidays.

28.09 In the case of a general holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, employees whose shift commences on Thursday and their work week would then be completed on Thursday morning.

ARTICLE NS29: VACATION AND VACATION PAY

29.01 No later than the 15th of January of each year, the employer will post on the Union bulletin board a list of the employees in order of seniority.

29.02 Each employee will select their desired time for vacation, understanding that, vacations cannot be taken until after seniority date. Any employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the employer is unable to contact, shall forfeit his/her seniority rights for vacation selection after the 15th of February will not be able to exercise his/her seniority rights on their revised selection, which shall require the employer's approval.

29.03 Employees may split their vacation weeks, if they so desire or take them consecutively.

29.04 Full time and part-time employees who have completed one (1) year as regular employees shall be entitled to vacation with pay on or after their seniority dates.

29.05 Regular full time and regular part-time employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation.

29.06 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in, by mutual agreement, the employee will have the right to negotiate his/her remaining vacation prior to returning to work

29.07 Casual workers are not entitled to time off with pay, but will receive four (4) percent of their gross wages for each calendar year.

29.08 In the event that an employee leaves the employ of the employer, he shall receive four (4%) percent of his/her gross earnings he/she received while in the employ of the employer less any vacations paid. If an employee has completed five (5) consecutive years of employment, the employee shall be paid six (6%) percent of his/her wages for any completed portion of his/her sixth year of employment, less any vacations already paid. If an employee has completed ten (10) consecutive years of employment, the employee shall be paid eight (8%) percent of his/her wages for any completed portion of his/her tenth (10th) year of employment, less any vacations already paid. This shall not apply to employees retiring who will be paid in accordance with Article 8.05.

29.09 The Company agrees to pay vacation pay immediately preceding the vacation by separate direct deposit provided the employee has provided a minimum two (2) weeks written notice requesting same.

29.10 Employees must take their earned vacation for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year- to-year.

ARTICLE NS30: FELONIOUS ASSAULT

30.01 The employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty-five thousand dollars ($25,000.00).

ARTICLE NS31: SENIORITY

31.01 The purpose of seniority is to provide a policy governing work preference, lay- offs and recalls. Seniority of an employee means the duration of continuous service for the Employer, since his/her last hiring.

31.02 The employer shall post, on the Union bulletin board an up-to-date seniority list showing names, initials of the employee, date of employment and will ensure that the list is posted on or about the 31st of March, 30th of June, 30th of September, and the 31st of December of each year. A copy of the seniority list shall be sent to the Provincial Unit Chairperson and National Unit Chairperson.

31.04 a) All new employees shall be considered on probation during the ninety (90) calendar days following the beginning of their employment. After the termination of this ninety (90) day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.

b) In the event that a casual worker secures a part-time or full time position he/she will not be required to repeat the probationary period outlined in Article 10.04 (a) provided they have worked 514 hours with the employer.

31.05 An employee's seniority shall be forfeited and their employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

a) in the case of voluntary resignation; or

b) if they are discharged for just and reasonable cause; or

c) if they are absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or

d) if they are laid off for a period exceeding twelve (12) calendar months; or

e) If they are is promoted and remains outside the bargaining unit for ninety (90) calendar days or longer.

31.06 An employee may contest the seniority list within thirty (30) working days following its posting. Afterwards, the list shall become permanently official. There may be an exception to the above mentioned rule in the event that an employee is absent for a period of at least thirty (30) days following the posting of the seniority list.

31.07 All applications for employment within the bargaining unit will be date and time stamped to ascertain seniority in the case of multiple hiring's.

31.08 For employees on a medical or W.C.B. leave of absence, it will be the employee's responsibility to be aware of any job postings.

ARTICLE NS32: LAYOFFS

32.01 The employer and the union accept the principle of seniority in layoffs and rehiring and agree that if the employee possesses the required license and ability that length of continuous service will govern.

32.02 Subject to 11.05 (d), when adding to the work force of employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.

32.03 The employer will notify such employees at their last known address by registered mail. If such employees fail to report within five (5) working days from date of receipt, the standing as an employee of any such person failing to report within five (5) days will be forfeited.

32.05 The Company will comply with its obligations under the Canada Labour Code as it pertains to Technological Changes.

ARTICLE NS34: JOB POSTINGS

34.01 a) When a vacancy occurs for any reason, the employer will post within seven (7) calendar days at the appropriate depot or branch, the said vacancy for for seven (7) calendar days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. Selection will be on the basis of the employee's seniority and qualifications. The senior qualified applicant will be awarded the position within seven (7) calendar days of the closing of the posting. Seniority will be by branch or depot only.

b) Should the vacancy not be filled from the employees in the classification posted, employees outside of the classification in that particular branch or depot may apply.

c) No employee shall voluntarily and successfully apply for more than one (1) vacancy in a six (6) month period.

d) The above provisions will apply to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.

e) A copy of such notice and selection will be forwarded to the Local Unit Chair.

34.02 In the event that an employee's schedule has been changed by two (2) hours or more or the said position has been cancelled, the said employee has the option of retaining the position at the new hours or the employee may bump any junior hourly employee within their branch or depot. Should no bump be

available the employee may then bump any junior hourly employee in any other branch or depot within their bargaining unit.

34.03 Eligible employees who apply for posted job vacancies shall be notified of the name of the successful bidder, in writing.

34.04 Should a full time employee be absent from work for thirty (30) working days or more for legitimate reasons, the position will be offered to the part-time employees in order of seniority within that depot for the duration of the full time employee's absence.

34.05 a) In the event that a branch or depot closes or a decision is made by the employer to transfer a route or position from one branch to another and employees be displaced as a result, each displaced employee may exercise their overall company seniority to obtain any junior hourly position in any other branch or depot covered by this agreement. Once a route or position is posted at the new location then this employee may post on the route or position.

b) The Employer will not delay making this change for an unreasonable period of time.

c) The entire provision will apply only to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.

34.06 Holding two (2) part time positions

Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually. Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

ARTICLE NS35: MISCELLANEOUS

35.01 LAYOVERS

On out-of-town routes requiring a layover period between the hours of 9:00pm and 6:00 am and extending beyond three (3) hours including the lunch period, the employer will provide suitable lodgings.

35.02 During the period of layover, the employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as they desire. The employee is in no way required to be on duty during such layovers. The vehicle will be parked / secured in a designated secure parking area.

35.03 Employee scheduled on out-of-town routes requiring a non scheduled layover due to Acts of God will be paid five dollars ($5.00) per hour for each hour of layover outside their scheduled shift. The vehicle will be parked / secured in a designated secure parking area.

35.04 LICENSES: DRIVERS

If a driver's driving privileges are suspended or rescinded for any reason other then unpaid fines, the driver may be terminated for just cause.

35.05 PERSONAL PROPERTY

The employer shall not be responsible for the loss, damage or destruction of an employee's personal property while such property is on the employer's premises, in vehicles or equipment, or in use while on the employer's business.

ARTICLE NS36: VEHICLE SECURITY

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;
- Cargo located on loading docks or ramps shall at no time be left unattended.

ARTICLE NS37: DEFINITIONS

37.01 **REGULAR FULL TIME EMPLOYEES**

Any employee regularly scheduled to work forty (40) hours per week and who are available for eight (8) hours work on each day of their regularly scheduled work period shall be considered full time employees and will be paid forty (40) hours at the basic rate established for their respective classifications.

37.02 **REGULAR PART-TIME EMPLOYEES**

Part time employees shall be those who work twenty (20) hours or more per week, but less than forty (40) hours per week and will be paid at the basic rate established for their respective classification at a minimum of four (4) hours per shift.

37.03 **CASUAL WORKERS**

Casuals shall be employed to relieve positions normally occupied by regular or part-time employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full time or part-time employees. The employer will provide the union with a list of hours worked by all casual workers on a monthly basis.

ARTICLE NS38: CLASSIFICATION AND WAGES

38.01

Classification	2025 - January to June 28			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouse	$19.50	$20.37	$20.81	$21.26
Driver	$22.49	$23.53	$24.07	$24.60

Classification	2025 - June 29 to Dec 31			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouse	$20.02	$20.90	$21.34	$21.79
Driver	$23.02	$24.06	$24.59	$25.13

Classification	2026			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouse	$20.72	$21.63	$22.09	$22.55
Driver	$23.83	$24.90	$25.45	$26.01

Classification	2027			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouse	$21.39	$22.33	$22.81	$23.28
Driver	$24.60	$25.71	$26.28	$26.86

Classification	2028			
	0-3 Months	4-10 Months	11-18 Months	TOP RATE
Warehouse	$22.25	$23.22	$23.72	$24.21
Driver	$25.58	$26.74	$27.33	$27.93

38.02 Casual workers will be paid at one dollar ($1.00) per hour less than the entry rate for the classification.

38.03 a) “Lead Hand” - a regularly scheduled employee who technically directs, coordinates and supervises the work of employees under the direction of his/her supervisor within his/her particular unit or section. However, they shall not have the authority to hire, suspend, dismiss or discipline employees.

b) All employees who are scheduled to work during the hours of midnight

through 6:00 am, or any part thereof, will be paid an additional $0.50 cents per hour for all hours worked during that shift.

c) Full time and part-time employees will be paid at the same rate of pay for their existing classifications.

d) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for their entire shift. Any employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

e) When new categories of employment for which rates of pay are not established by this agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.

38.04 All pay shortages in excess of dollars seventy-five dollars ($75.00) due to a Company error will be paid no later than the following Wednesday. Any other shortages and any error reported later than the following Monday shall be paid in accordance with the regular cycle.

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 4005

NOVA SCOTIA OWNER OPERATOR APPENDIX

Effective January 1, 2025 to December 31, 2028

NOVA SCOTIA – OWNER OPERATOR APPENDIX
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Preamble

This Collective Agreement is made up of two parts:

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2) Regional Appendices, which establish terms and conditions specific to Unifor represented employees and owner operators in each defined Region.

No articles or clauses from the Regional Appendices (including any appendixes, schedules, business agreements, letters of understanding, intents or agreements) may be in direct conflict with the National Provisions of this Collective Agreement. In such situations the National Provisions of this Collective Agreement shall prevail.

ARTICLE NS-O3: GRIEVANCE PROCEDURE

3.05 (e) The time limitations prescribed in this Article may be extended, but only by mutual consent of both parties, in writing.

ARTICLE NS-O10: HEALTH AND WELFARE INSURANCE

10.01 The Company will provide each eligible Owner Operator with the option of participating in the following insurance to be administered in accordance with the terms, conditions, rules and regulations of the respective plans:

- Major Medical (extended health benefit)
- Dental Plan
- Life Insurance
- Accidental Death and Dismemberment
- Voluntary Personal
- Vision Care - $150.00 per Owner Operator every 24 months

The parties agree that the Company is not the insurer and said insurance is provided on a voluntary basis. The Owner Operator shall pay 100% of the premium costs, which are subject to change without notice by the Insurer. On receipt of a change in rates from the Insurer, the Company shall notify the Union. The Company will deduct the premium costs of the insurance selected from the Owner Operator's invoice.

ARTICLE NS-O11: TRAINING

11.01 Owner Operators will be required to attend training and/or educational meetings outside their schedule and these hours shall be paid at straight time at the Owner Operator special rate. Two (2) weeks advance notice will be given. Owner Operators will be paid a guaranteed minimum of four (4) hours pay for attending. If the owner operator is unable to attend the training session they will be required to attend at an alternative time, at the discretion of the Company, within two weeks of the original training date. The owner operator will be held out of service until the training is

completed if the owner operator fails to attend the second training session. Further the training required shall be at the owner operator's expense.

11.05 The cost for the company approved training and upgrading the skills or qualifications of one replacement driver per Owner Operator, approved by the Company, to comply with the requirements of the employer will be borne by the employer. Relief or Replacement drivers shall be paid at the hourly driver rate for the classification.

11.06 When adding to the Owner operator group and or when any individual is on what to them is a new Owner operator route, they shall receive a maximum of 2 days training on the route for experienced Owner operators and a maximum of 5 days training for new Owner operators. During training the trainer will be paid the hourly special rate per hour and the new owner operator will receive full route revenue.

ARTICLE NS-O15: UNIFORMS

15.01 During the probationary period, Owner Operators will be provided safety footwear as in Article N 9.12 In the event the employee does not successfully complete the probationary period, advances forwarded as per Article N 9.12 will be deducted from the final pay on a pro-rated basis.

15.10 Personal Protective Equipment (PPE) Provision of PPE:

The Company is committed to ensuring the safety and health of all employees. As part of this commitment, the Company shall provide all necessary required personal protective equipment (PPE) to employees at no cost, subject to N9 and its provision for protective footwear. The list of necessary equipment will be defined by the Company and in accordance with all statutory and regulatory requirements for the safe performance of job duties.

ARTICLE NS-O27: OWNER OPERATORS' SENIORITY, BIDDING, REDUCTIONS

27.01 The purpose is to provide a policy governing bidding, reductions and recalls. Each Owner Operator will establish a Company service date (seniority), using the greater of:

a) Date of signing Business Agreement, and continuously working since then; or

b) Hourly rate seniority date if they transfer from an hourly rated position.

27.02 The Company shall post on the Union bulletin board, an up-to-date seniority list showing name, initials of the Owner Operator, date of service and will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about March 31st, June 30th, September 30th, and December 31st of each year and sent to the Provincial Unit Chairperson and National Unit Chairperson.

27.03 An Owner Operator whose route is abolished or who is displaced as result of bumping will displace a junior Owner Operator in the Branch and then in the Province.

27.04 For a period not to exceed twelve (12) months, a laid off Owner Operator, who is qualified and has the required vehicle, will be offered any vacancy that arises, in order of Company service date (seniority).

27.05

b) No Owner Operator shall voluntarily and successfully apply for more than one (1) vacancy in a six (6) month period.

c) The above provisions will apply to the filling of the original vacancy created and the next vacancy thus created.

27.06 An Owner Operator's service date (seniority) shall be forfeited and their service shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:

a) Their contract is terminated for just cause; or

b) They voluntarily resigns or quit; or

c) They will retire or have retired; or

d) They are discharged and not reinstated through the Grievance Procedure; or

e) They are laid off for a period of the lesser of twelve (12) months or the length of the Owner Operator's service; or

f) They fail to respond to return to work within five (5) calendar days of their recall to the last known address or phone number on the Company's records or does not in fact return to work within fourteen (14) calendar days from the date of their response to the Company. The onus is on the Owner Operator to inform the Company of their current address and telephone number; or

g) Subject to legislation, they are absent from work for two (2) years as a result of an injury or until the Owner Operator reaches age 65, whichever occurs first.

ARTICLE NS-O28: EQUIPMENT

28.01 An Owner Operator who feels they have been unjustly accused of negligence shall have recourse through the grievance procedure contained herein.

28.02 The Company assumes responsibility for the supply and installation of the decal kit. Where the Company is changing the required colour scheme, the Company assumes the full cost of painting in accordance with the painting price available at an accredited auto body shop.

28.03 All violations involving the Owner Operator's vehicle moving or parked must be reported, within 24 hours of the incident, to the Service Centre Manager.Communication allowance; Company to pay $15.00 per month as communication allowance per owner operator for business communication between owner operators and Loomis management. It is understood that in the event Loomis introduces alternate communication technologies at no cost to owner operators then this communication allowance shall cease. Communication to an owner operator cell phone should only be for emergencies, C.O.S. shipments and narcotics shipments. All other communications to an owner operator must be through the paging system.

28.05 All affected owner operators that are required on a regular basis to use either toll bridge as part of their route shall receive a monthly Toll Bridge allowance in the amount of forty ($40.00) dollars.

ARTICLE NS-O29: MISCELLANEOUS

29.01 During the period of layover, the vehicle will be parked/secured in a designated secure parking area.

29.02 The Company shall not be responsible for the loss, damage or destruction of the Owner Operator's personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.

29.03 Converting Owner Operator to Hourly

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

1) The Company will provide at least 90 days notice of the conversion to the Union and the affected Owner-Operator(s).

2) The Company will meet with the Union, and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.

3) The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority to any junior owner operator route or may elect to resign and accept a severance payment equivalent to one (1) week per year of service at the prevailing hourly driver rate. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator 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.

4) If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s), or, if

the Owner Operator(s) owns their vehicle, the Company will purchase it at fair market value, established by a reputable dealer selected and agreed to by the Company and the Owner Operator, provided the vehicle was acquired or committed to by the Owner Operator prior the date of notice under paragraph 1 above.

If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.

5) The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits and cancellation fees, provided such costs were incurred prior to the date of notice under paragraph 1 above.

6) The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of $1000. per Owner Operator.

7) If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary a loan, subject to the following conditions:

- the Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
- the loan will be to a maximum of $20,000 for a 3/4 ton vehicle and $25,000 for a one ton vehicle.
- the Owner Operator shall sign a promissory note for the loan;
- the interest rate shall be 2% above the prime rate as at the date the promissory note is signed;
- the repayment schedule shall be based on an equal number of monthly installments of $500. per month, unless the parties agree otherwise, provided the loan is repaid within a maximum twenty four (24) months;
- the Owner Operator must have elected to become an hourly rated employee and

must continue to be an employee of the company; if their employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

8) If, prior to the notice under paragraph 1 above, the Owner Operator has incurred indebtedness directly related to the operation of their vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of $5,000 subject to the conditions set out in paragraph 7) above.

9) Any dispute over the application of this L.O.U. may be submitted to arbitration in accordance with Article 4 of the Collective Agreement.

10) It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

29.04 The Owner Operators and the Company will be able to negotiate individual rates above and below the minimum. The Union will be present for these meetings.

29.05 The Owner Operator's Business Agreement will have a renewal date consistent with the Collective Agreement. Any Owner Operator or the Company may discuss issues of licensing, equipment, or compensation. The Union will be present at these discussions.

29.06 In the event of a major expenditure for business purposes, supported by the appropriate documentation, the Company will assist all Owner Operators by extending credit to all Owner Operators up to one thousand ($1000.00) dollars. The Owner Operator is expected to make the repayment, within 12 months of receiving the funds, through payroll deductions.

29.07 If requested by the Company and the Owner Operator agrees, the Company will reimburse the Owner Operator up to half the cost (maximum $500) for the painting of their vehicle.

29.08 Any medical examination requested by the Company shall promptly be complied with by the Owner Operator, provided however, that the Company shall pay for such an examination, at the hourly driver rate to a maximum of two (2) hours.

29.09 The Company shall advise the Owner Operator at least two (2) working days in advance, wherever possible, of such medical examination. The time and date of the examination to be mutually agreed upon.

ARTICLE NS-O30: REPLACEMENT DRIVERS

30.01 (a) When an Owner Operator must be absent for emergency purposes it will be the responsibility of the Owner Operator to supply a relief driver. If the Company must supply a driver and a truck, the Company will retain the revenue for the relief period.

(b) Should an Owner Operator be absent from their route with an illness or family emergency, and not supply a relief driver they must supply a doctor's note or documentation to substantiate the validity of the absence, or corrective action may be taken.

(c) Should an Owner Operator have a vehicle breakdown while coming to work, and not supply a relief driver, they must supply valid documentation to substantiate that the breakdown occurred on the date of their absence.

(d) The death of an immediate family member will be considered a bona-fide emergency.

(e) The Company will provide a relief driver up to a maximum of four (4) occurrences per calendar year. Any doctor's note required by the Company will be paid for by the

Company.

30.02 Should any Owner Operator receive a letter of concern for the actions of their relief driver, the relief driver shall be deemed terminated from being an approved relief driver.

ARTICLE NS-O31: VEHICLE SECURITY

Outlined below are the vehicle security procedures that will be followed by Owner Operators:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;
- Cargo located on loading docks or ramps shall at no time be left unattended.

ARTICLE NS-O32: INCORPORATION OF OWNER OPERATORS

Within six (6) months of ratification of this Agreement all Owner Operators in the bargaining unit may at their discretion, become Incorporated.

The cost of becoming Incorporated shall be borne by the Company for all Owner Operators and any Hourly Employees who are members of the Bargaining Unit as of date of ratification who in the future become Owner Operators.

All newly acquired Owner Operators after the date of ratification must be incorporated as a condition of signing the Business Agreement.

This Article in no way is to deprive any Owner Operator or Hourly Employee the rights, benefits or protections that they now or in future are entitled to in this Collective Agreement.

ARTICLE NS-O33: OWNER OPERATOR PAY RATES

NOVA SCOTIA	**1-Jan-24**	**1-Jan-25**	**30-Jun-25**	**1-Jan-26**	**1-Jan-27**	**1-Jan-28**
	2.80%	**5.00%**		**3.50%**	**3.25%**	**4.00%**
Minimum - 3/4 ton (city)	$305.36	$-	$335.00	$346.73	$358.00	$372.32
Minimum - 3/4 ton (rural)	$321.51	$-	$335.00	$346.73	$358.00	$372.32
Minimum - 1 ton (city)	$352.32	$-	$355.10	$367.53	$379.48	$394.66
Minimum - 1 ton (rural)	$384.63	$-	$384.63	$384.63	$384.63	$394.66
Minimum - 3 & 5 ton (City & rural)	$-	$-	$375.20	$388.34	$400.96	$417.00

Warehouse time for Owner Operators will be paid the following: (Pick up and delivery units only).

	1-Jan-24	1-Jan-25	30-Jun-25	1-Jan-26	1-Jan-27	1-Jan-28
Warehouse	$26.59	$26.59	$26.59	$26.59	$26.59	$26.59

All scannable waybills, laser way bills, shippers own bar-coded labels must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit there will be no reduction in the aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub waybill) signed, timed and dated for receipt of shipment.

Any discrepancies between an Owner Operator's invoice and the scanning information will be reviewed within forty-eight (48) hours of knowledge with the Owner Operator.

Quality Payment will be calculated based on criteria defined in N34.

33.02 The Company will ensure that all Owner Operators are trained as to their full responsibilities and duties.

33.03 All pay shortages in excess of dollars seventy-five dollars ($75.00) due to a Company error will be paid no later than the following Wednesday. Any other shortages and any error reported later than the following Monday shall be paid in accordance with the regular cycle.

33.04 Owner Operators that for substantiated reasons such as mechanical breakdown and or illness are unable to continue servicing their route and MUST LEAVE for the remainder of the day shall be compensated at a pro-rated basis based on average daily earnings.

33.05 It is recognized that when performing a delivery and a pick at the same time is shall be counted as 2 (two) stops provided the pick up is not an empty pick up.

ARTICLE NS-O34: OWNER OPERATOR LOANS

An Owner Operator will be eligible for an interest free loan up to a maximum of $2,000 towards vehicle operational costs or, as a new Owner Operator to defray start up expenses.

Repayment will be a minimum of equal bi-weekly installments over a period no greater than twelve (12) months, auto deducted through the Company payroll system.

ARTICLE NS35: COMPANY ASSISTED LEAVE

Owner Operators will be entitled to two (2) weeks personal leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues during the leave. The Owner Operators must take their personal leave time between January 2nd and October 31st of each calendar year. Personal leave must be taken during the prescribed time and cannot be banked or carried over from year to year. Owner Operators who do not book or take personal leave will forfeit their right to personal leave for that calendar year. Owner Operators who do not select or take personal leave during any calendar year will not be compensated for any or all unused personal leave time.

Owner Operators may take their personal leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

The Union agrees that the Company may use third party contractors to provide route coverage.

LETTER OF UNDERSTANDING

Between

DHL Express (Canada) Ltd.
(Hereinafter referred to as the "Company")

And

Unifor Local 4005

Fuel Escalation:

The Company and the Union agree to the following fuel escalation provisions:

Fuel Cost	3/5 Tonne	Cubes	Vans
$0.70 - $0.749		0.0325	0.0300
$0.75 - $0.799		0.0450	0.0400
$0.80 - $0.849		0.0575	0.0500
$0.85 - $0.899	0.0750	0.0700	0.0600
$0.90 - $0.949	0.0875	0.0825	0.0700
$0.95 - $0.999	0.1000	0.0950	0.0800
1.0000	0.1050	0.1000	0.0850
1.0500	0.1114	0.1060	0.0899
1.1000	0.1182	0.1125	0.0951
1.1500	0.1256	0.1194	0.1007
1.2000	0.1335	0.1268	0.1068
1.2500	0.1420	0.1349	0.1133
1.3000	0.1512	0.1435	0.1203
1.3500	0.1610	0.1527	0.1278
1.4000	0.1716	0.1627	0.1359
1.4500	0.1830	0.1734	0.1446

It is further agreed that should fuel costs go above those indicated here, that this formula shall expand accordingly.

The Company will establish on a weekly basis the fuel price based upon local current market values for those Owner Operators who do not purchase their fuel using the card lock system. Owner Operators are encouraged to submit their fuel consumption on a daily basis through their Owner Operator invoice. If the fuel price falls below $0.70/litre, there will be no fuel subsidy provided.

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Ahmed Raees

Darelene McIvor

LETTER OF UNDERSTANDING

Between

DHL Express (Canada) Ltd.
(Hereinafter referred to as the "Company")

And

Unifor

Alberta Locals 4050
Man/Sask Locals 4215
Ontario Locals 4457
Nova Scotia Locals 4005

The parties agree that if an O/O attempts an unsuccessful /nonbillable delivery or pick-up, they will be paid on their invoice, providing they fill out an exception code explanation document (as per attachment), and have followed correct scanning process
as per Company policy.

Management reserves the right to review and challenge all explanations given, and deduct payment accordingly for proven invalid explanations. This process must be challenged by the end of the next business day, or the company forfeits the right
to deduct pay.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Ahmed Raees*
Glenn Gardner	*Darelene McIvor*
Nicholas Halary	
Ewa Maggiotto	

LETTER OF UNDERSTANDING

Between

DHL Express (Canada) Ltd.
(Hereinafter referred to as the "Company")

And

Unifor Local 4005

Owner Operator Vehicle Painting and Branding;

The company and the union agree that all owner operator vehicles in the province of Nova Scotia that are not currently painted and branded to meet DHL Express Canada specifications as of September 15th, 2007 will be painted and branded under the following agreement.

1. The owner operator and the company shall share equally in the cost of painting the vehicles to DHL standards. Management to negotiate best possible price with CAA approved shop.
2. Company to supply rental vehicles only for those owner operators whose vehicles are unbranded as of September 15, 2007
3. The owner operator shall be 100% responsible for any body work necessary for preparation of vehicle painting.
4. The company shall finance the owner operator portion of vehicle painting with the owner operator repaying their portion in equal payments via payroll deductions over a period not greater than 12 months.
5. In future, all current and new owner operators shall be 100% responsible for the painting of new and or replacement vehicles to meet DHL Express Canada standards within 30 days of vehicle purchase.
6. The company will be 100% responsible for the supply and installation of decal kits.

FOR THE COMPANY:	**FOR THE UNION:**
Catherine Bourdages	*Ahmed Raees*
Glenn Gardner	*Darelene McIvor*
Nicholas Halary	
Ewa Maggiotto	

FOR THE COMPANY:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Ahmed Raees

Darelene McIvor

Ratified on June 28, 2025.