

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 committee persons 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 (15th) 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 1/2) 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 be 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 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 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:

$\frac{3}{4}$ 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 MODELNational 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 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:

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

Benoît 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:

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Ewa Maggiotto

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Gary Millen

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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”)

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.

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Herb Armas

Guy Furet

Benoit Potvin

Darelene McIvor

Frank Wright

Robin Dudley

Tyler Haydey

Mario Santos

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.

9.10 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

1.01 (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 scheduled 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 than 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

38.01 Casual workers will be paid at one dollar (\$1.00) per hour less than the entry rate for the classification.

38.02 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.

38.03 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.

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:

- 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 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:

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 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:

Catherine Bourdages

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:

Ahmed Raees

Darelene McIvor

FOR THE COMPANY:*Catherine Bourdages*

Glenn Gardner

Nicholas Halary

Ewa Maggiotto

FOR THE UNION:*Ahmed Raees*

Darelene McIvor

Ratified on June 28, 2025.