

**NATIONAL FRAMEWORK AGREEMENT**

**COLLECTIVE AGREEMENT BETWEEN**

**DHL EXPRESS CANADA (INC.)**

(HEREINAFTER REFERRED TO AS “THE COMPANY”)

AND



**UNIFOR UNION OF CANADA (UNIFOR CANADA)**

**Locals 114, 755, 4005, 4050, and 4457**

(HEREINAFTER REFERRED TO AS “THE UNION”)

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

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Effective April 1, 2013 to December 31, 2016

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## **PREAMBLE**

This Collective Agreement is made up of two parts:

- 1) National Provisions which have application to all Unifor represented employees and owner operators in Canada; and
- 2) Regional Appendices, which establish terms and conditions specific to Unifor represented employees and owner operators in each defined Region.

**WHEREAS** it is the desire of the Company and the Union to enter into an agreement governing the wages, hours of work, and working conditions, of the Hourly Employees and Owner Operators of the Company in the classifications as contained within this Agreement,

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

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

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

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

## NATIONAL PROVISIONS

### ARTICLE N1 – UNION RECOGNITION

#### 1.01 Bargaining Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agent of the Employees and Owner Operators covered by this Agreement. Properly qualified officers and committeepersons of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the Employees and the Owner Operators who are members of the Union and are affected by this Agreement.
- (b) The Union and the Company agree to request jointly that the CIRB amend the regional bargaining unit descriptions stated below to reflect instead that all existing bargaining units form one single bargaining unit. Such requests will be made no later than ninety (90) days following ratification.
- (c) Until such time as the Board declares otherwise under 1.01(b) above, the Employer recognizes Unifor as the bargaining agent for the following Regional units:
  - (i) Within the Province of British Columbia, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in British Columbia
  - (ii) Within the Province of Alberta, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Alberta
  - (iii) Within the Provinces of Manitoba/Saskatchewan, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Manitoba or Saskatchewan
  - (iv) Within the Province of Ontario, Hourly Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Ontario pursuant to the Memorandum of Agreement dated June 16, 2012.
  - (v) Within the Province of Nova Scotia, Employees and Owner Operators working in and out of any division of DHL Express (Canada) Ltd., in Nova Scotia

(“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 him, or such other person as may be officially designated. Said deductions to be made as directed by the National Secretary-Treasurer of the Union or such person as that Official may designate. The monthly dues remittance and information lists shall be remitted no later than the fifteenth (15<sup>th</sup>) 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 T-4 slip 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 his/her 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 him/her 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 him/her 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 his/her 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 three (3) 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 non HQ 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.

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, he/she shall not leave his/her 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) 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.

- (b) 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.
- (c) An Owner Operator who is on Long Term Union Leave will exercise his/her seniority to any vacant route within his/her original Branch within six (6) months from the expiration of his/her 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 in person 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.

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, and phone number, 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 ten (10) working 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 his/her Shop Steward shall submit his/her formal grievance in writing to his/her immediate Supervisor, who shall give his/her reply in writing within seven (7) working days and provide the reasons for same.

**Step 2:** Failing settlement at Step 1, and within seven (7) 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 seven (7) working days and provide a reason for same.

**Step 3:** Within fourteen (14) working 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 fourteen (14) working 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 his/her 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 his/her regular rate of pay for such meetings occurring during his/her regular shift or at applicable rates of pay for all such time spent outside of his/her regular shift.

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.

- 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) Violence Against Women:

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A woman 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.

## 5.02 Complaint Resolution Procedure

- (1) If an Employee or Owner Operator believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the individual may:
  - (a) Request a stop of the unwanted behaviour
  - (b) Inform the individual that is doing the harassing or the discriminating that the behaviour is unwanted and unwelcome.
  - (c) Document the events, complete with times, dates, location, witnesses, and details;
  - (d) If the harassment continues, bring the incident forming the basis of the complaint to the attention of the responsible human resources representative and/or the National Representative or the Local President.
- (2) The parties will review the complaint and form a committee to carry out a joint investigation upon request by either the Company or the Union.
- (3) The Joint Investigation Committee will consist of equal members of Management and the Union. The actual composition of the Joint Committee will be determined by the parties on a case by case basis.
- (4) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.
- (5) All matters brought before the committee will be dealt with the utmost confidentiality.
- (6) Any complaint not resolved through this process may be addressed by the Union pursuant to Article N3 – Grievance Procedure.

## **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 five (5) working 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 his or her 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, he/she does so only to acknowledge that he/she has been notified accordingly.

## **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 enrol 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.

### **7.02 Pension Plan Contributions**

#### **(a) Company Contributions**

For each employee enrolled in the Pension Plan, the Company shall contribute the equivalent of three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement.

#### **(b) Employee Contributions**

Every employee enrolled in the Pension Plan shall contribute three and a half percent (3.5%) in Alberta and Manitoba / Saskatchewan and three percent (3%) in all other agreements of his/her earnings as defined in the Collective Agreement, to be deducted from the first pay cheque of each fiscal month.

- (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 his or her 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.

### **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  
205 Placer Court  
Toronto, ON M2H 3H9

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 monthly 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.

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

#### 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 his/her 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 his/her 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) The Company agrees that its trucks will have a protective barrier between drivers and their 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 twenty dollars (\$120) per year upon proof of purchase of safety footwear.
- (c) Protective footwear re-imbusement 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.

**ARTICLE N10 – HEALTH AND WELFARE AND SICK LEAVE**

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, 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.

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 two (2) weeks' notice. Any training hours or mandatory meetings that cause the Employee's hours of work to exceed eight (8) hours in a day or forty (40) hours in a week, he/she will be paid at one and a half (1 1/2) times the Employee's regular hourly rate of pay. However, training on an Employee's day off, vacation or a long weekend shall be avoided. 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 All leaves of absence shall be determined in accordance with applicable Regional Appendices.
- 12.02 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 denied providing such leave of absence does not interfere with business operations.
- (b) Except as otherwise provided in this Agreement or agreed upon by the parties in writing, no leave of absence will be granted in excess of sixty (60) days exclusive of vacation.

## **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 he/she shall deemed to be a regular Owner Operator.

- (b) A probationary Owner Operator shall not be required or mandated to purchase or lease their own vehicle until such time as they complete or pass their probationary period. Upon passing probation, the Owner Operator will secure the required vehicle and relevant documents within thirty (30) calendar days from the date probation completed.
- (c) A probationary Owner Operator may rent or short term lease a vehicle to service their route during the probationary period as long as it meets the capacity specifications for their route and the insurance requirements, under the current CBA.
- (d) A probationary Owner Operator who chooses to provide a vehicle they currently own or chooses to buy or lease or rent a new or used vehicle may do so but the company shall not be liable in any way should the Owner Operator be dismissed prior to completing their probationary period.
- (e) The company agrees to act in good faith when assessing probationary Owner Operators including providing coaching when issues arise with their performance as an Owner Operator.

#### **ARTICLE N14 – COLLECTIVE AGREEMENT LANGUAGE**

- 14.01 The parties agree to hold a quarterly meeting for each province during the life of this Agreement. At least one of these meetings each year shall be held in person at a single location. At these meetings the parties will review Articles of each of the Regional Appendices and seek to draft clear and commonly acceptable language on non-monetary issues as a basis for the next round of Collective Agreement negotiations. For each Article the parties will seek to generate a National and, if necessary, a series of Regional provisions showing “agreed upon” language and areas where there remain drafting disputes. The goal is to generate common and consistent language which is clear, accessible to employees and where there is no dispute as to the interpretation.
- 14.02 Unless the parties agree otherwise, the individuals attending these meetings shall include a National Unit Chairperson, the Provincial Unit Chairpersons, a Representative from the Local Union, National Representatives and at least one member of senior management. In the event that an Employee or Owner Operator is requested to attend a meeting of this nature, he or she shall suffer no loss of pay as a result. The Company shall pay all reasonable travel, hotel and meal expenses upon provision of receipt. The cost of additional in person meetings shall be discussed and agreed upon by the parties prior to scheduling those meetings.

## ARTICLE N15 – UNIFORMS

- 15.01 The Company will pay for new uniforms when such new uniforms are necessary and will maintain and clean such uniforms. Employees and Owner Operators will be expected to keep same in good appearance at all times. All such uniforms will be returned to the Company at the time of or upon termination.
- 15.02 The Company shall provide each Employee and Owner Operator performing driving duties with the following standard uniform:
- General issue:
- Five (5) Golf Shirts (combination of shirt and long sleeves or as per Employee or Owner Operator choice)
  - Five (5) Trousers
  - One (1) Cap
  - Five (5) Shorts
- Seasonal item:
- One (1) Winter parka or bomber jacket
  - One (1) Rain jacket
  - One (1) Fleece Shirt One
  - One (1) Toque
- 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 Winter coats will be supplied to Warehousepersons who require them to perform their duties. Full rain gear for airport ramp personnel will be provided by the Company.
- 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 All uniform items shall be made available in styles and cuts suitable for female Employees upon request.

#### **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 his/her 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 his/her 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 his/her 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 his/her regularly assigned duties. Should an Employee or

Owner Operator be reclassified as a result, he/she 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, he/she 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, he/she 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.

16.07 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**

Routes and re-routes shall be conducted in accordance with the Provincial Appendices.

#### **ARTICLE N19 – CORE ZONE REVIEWS**

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

- A Supervisor or Manager must arrange for a route ride-along or follow along within seven (7) working days of the request being received.
- Any agreed-upon adjustments to rates, volume, stops or area will be retroactive to the date of the request for a route review.
- The Company will ensure that a team of senior Management from the Operations Departments is assigned on an ongoing basis to assist in speedy resolutions of disputes arising out requests for route review.

#### **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 his or her 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 N21 – DAILY GUARANTEES/MINIMUMS**

- 21.01 Owner Operators shall receive a daily guarantee at rates determined by the applicable Provincial Appendix.
- 21.02 This national daily guarantee shall replace all existing daily and bi-weekly guarantees and extend the daily guarantee to those provinces that do not currently have it.
- 21.03 The daily guarantee shall be based on a proration of the existing bi-weekly guarantee in each province or such higher amount as has been the practice. For example, a bi-weekly guarantee of \$2,000.00 in Ontario equals a daily guarantee of \$200.00 per day.

#### **ARTICLE N22 – BENEFITS**

- 22.01 Benefits shall be determined in accordance with the applicable Provincial Appendix save and except:
- (a) Vision/Optomtrist: Employees will be entitled to optometric testing up to \$65.00 per annum where not covered by a provincial health insurance plan; and
  - (b) 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 – NEGOTATING COMMITTEE**

23.01 The Union agrees that its negotiating committee shall consist of 16 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.

### **ARTICLE N24 – EXTRA WORK**

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 his/her 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.

#### **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**

##### 26.01 Duration of Agreement

This collective agreement shall be in full force and effect from and including April 1, 2013, to and including December 31, 2016, 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.

**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 \_\_\_\_\_, 200\_\_.

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 his/her own equipment on the terms and conditions hereinafter set out;

WHEREAS the Owner Operator warrants that he/she has 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 he/she collects monies on behalf of DHL, he/she 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 his/her obligations. The Owner Operator will, upon demand, provide DHL a written authorization to verify his/her status and discharge of his/her 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 his/her area of service and for as long as this Agreement will remain in force. The Owner Operator recognizes that he/she has no proprietary interest in same and where the equipment is withdrawn from service for any reason, all DHL symbols, insignias, decals or other identification will be removed, prior to the release of final payments owing to the carrier.



11. The Owner Operator agrees that, during the term of this contract and in any case on termination thereof, he/she will not solicit any of DHL's customers, nor will he/she 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.

SIGNED, SEALED AND DELIVERED:

**DHL EXPRESS (CANADA), LTD.**

By:

Witness:

Owner Operator:

Provincial Unit Chairperson

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**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.

- (c) Cargo liability insurance on terms and conditions reasonably satisfactory to DHL Express (Canada), Ltd. in an amount of not less than twenty-five thousand dollars (\$25,000). The current arrangements for coverage, whether obtained individually or through DHL deductions, shall be maintained throughout the life of the collective 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**

Owner / Operator fees will be addressed in each Region.

**FOR THE COMPANY:**




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Greg Hewitt  
President



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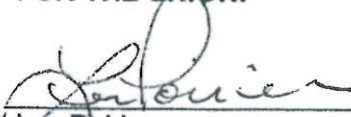
Patricia Vanelli  
Senior Director Human Resources



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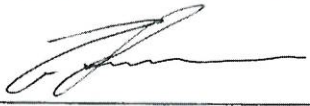
Darryl Wettlaufer  
Vice President Operations

**FOR THE UNION:**



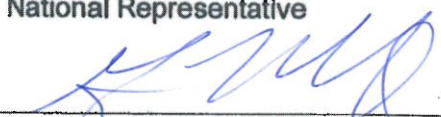
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Len Poirier  
National Representative




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Todd Romanow  
National Representative



---

Gavin McGarrigle  
National Representative



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Carla Bryden  
National Representative



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Ken Stuart  
National Representative



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Alex Tokhi  
Unit Chairperson Alberta

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Roger Bontkes  
Committee Member Alberta

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Jason Bryan  
Committee Member Alberta



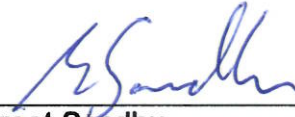
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Gord McGrath  
President Local 114 British Columbia



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Kristian Nielsen  
Committee Member British Columbia




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Manpreet Sandhu  
Committee Member British Columbia



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Gary Dosanjh  
Committee Member British Columbia



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Gurvinder Badesha  
Committee Member British Columbia



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Gerry Lepage  
President Local 755 Manitoba/Saskatchewan




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Kevin Campbell  
Unit Chairperson Manitoba/Saskatchewan



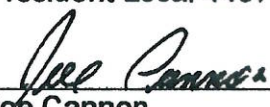
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Don Dela Penna  
Committee Member Manitoba/Saskatchewan



---

Bryant LeRoux  
President Local 4457 Ontario



---

Joe Cannon  
Unit Chairperson Ontario

---

Mike Lawrence  
Committee Member Ontario

---

**Gary Millen**  
Committee Member Ontario

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**Jaw Ahman Fundolay**  
Committee Member Ontario

---

**Sivadas Santhosh**  
Committee Member Ontario

---

**Scott Dulmage**  
Committee Member Ontario

---

**Nigel D'Costa**  
Committee Member Ontario

Executed at Brampton, ON this 28 th day of August, 2014

**COLLECTIVE AGREEMENT**

**Between**

**DHL EXPRESS (Canada) LTD.**

**And**

**UNIFOR UNION OF CANADA**

**LOCAL 4457**

**ONTARIO APPENDIX**



**Effective: April 1, 2013 to December 31, 2016**

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## **ARTICLE O1 - UNION RECOGNITION (see NFWA N1)**

- 1.01 (a) Save and except Supervisors, those above the rank of Supervisor, sales staff, regional office clerks and dispatchers.
- 1.12 This Article does not prevent any Employee or Owner Operator from accepting or delivering freight that arrives at their home facility so long as they do not have to cross a legal picket line or accept freight from any local Union that has a Collective Agreement with DHL and is on strike to deliver said freight. 1.19 During such absence, the Hourly Employee and/or Owner Operator's seniority will accumulate. Health and welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. Both will recommence on the first (1st) day that the Employee or Owner Operator returns to work. In the event that the individual's pre-leave position no longer exists, he or she will be able to exercising bumping rights in accordance with this collective agreement.
- 1.23 The Company shall pay to Local 4457 the sum of \$1854.00 per month for the purpose of carrying on Union business with the Company. Said monies are to be paid to the Local on or before the 15th of each month.
- 1.24 The Company as of date of ratification shall, on a quarterly basis, provide to the Local Chair a list of agents and temp Employees used in the Province of Ontario. The Area Vice President or designate and the Local Chair will meet and discuss agent and temp usage when this list is prepared. The Area Vice President or designate and the Local Chair agree to work together to reduce agent and temp usage, wherever economically feasible.
- 1.25 The Company will provide the Union with an office space and facilities at the main premises for the exclusive use of authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office.

## **ARTICLE O3 - GRIEVANCE PROCEDURE (see NFWA - N3)**

- 3.08 Any discipline which is not imposed within ten (10) working days from the date of knowledge 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 fifteen (15) days if notice is given to the chairperson before the original ten (10) day time limit has elapsed. It is further agreed that these time lines may not be set aside or extended by an Arbitrator or any relevant Labour codes

In the event of vehicle accidents, the time lines will commence from the date the Joint Health & Safety Committee renders their decision.

The parties further agree that in the event of accidents of a serious nature, Hourly Employees or Owner Operators may be held out of service pending the decision of the Joint Health & Safety Committee and such time lost may be the subject of a grievance.

- 3.09 The parties agree to notify the Local Chairperson of all settlement payments on a monthly basis.
- 3.10 These Hourly Employees and Owner Operators, as well as Hourly Employees and Owner Operators who terminate their employment voluntarily, shall have all monies owing them paid no later than the next scheduled pay day so long as all Company property has been returned and decals removed from vehicles as it pertains to Owner Operators.

#### **ARTICLE O6 – DISCIPLINE (see NFWA – N6)**

- 6.01 (a) Any discipline which is not imposed within ten (10) working days from the date of knowledge 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 fifteen (15) days if notice is given to the chairperson before the original ten (10) day time limit has elapsed. It is further agreed that these time lines may not be set aside or extended by an Arbitrator or any relevant Labour codes

In the event of vehicle accidents, the time lines will commence from the date the Joint Health & Safety Committee renders their decision.

The parties further agree that in the event of accidents of a serious nature, Hourly Employees or Owner Operators may be held out of service pending the decision of the Joint Health & Safety Committee and such time lost may be the subject of a grievance.

- 6.02 (e) The Union Representative will be required to sign, to acknowledge receipt of the discipline.

#### **ARTICLE O12 – LEAVES OF ABSENCE**

- 12.01 If an Hourly Employee desires a leave of absence for reasons other than those referred to in this Agreement, such as W.S.I.B., S.T.D., L.T.D., maternity, paternity, adoption and Union leave (as per Articles. N1.19 and O1.19), proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request up to thirty (30) days will be denied. A leave of absence for a period of thirty (30) days or less shall not be deemed a

loss of seniority. Extension beyond thirty (30) days must be mutually agreed to between the Company and the Union. Entitlements provided under vacation articles shall be prorated accordingly for leaves of absence in excess of thirty (30) days.

12.03 Any bargaining unit member who is a member of a military reserve unit who is called to a tour of active duty will have his/her position held until he/she returns from duty and will not suffer a loss of seniority. Further, upon return to work there shall be no waiting period to re-enter the benefit program.

12.04 Family leave:

It is understood that the company will not refuse any reasonable request from hourly employees and P&D owner operators who may be required to tend to family emergencies reasonable time off. Owner operators will make every attempt to find a relief driver for the time required, but will not be refused the time off if they cannot comply.

12.05 Maternity Leave (Owner Operator)

Owner Operators shall be entitled to unpaid maternity leave in line with federal legislation. 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.

#### **ARTICLE O15- UNIFORMS (see NFWA – N15)**

15.09 All Hourly drivers, Warehousepersons and Owner Operators must provide their own safety boots during the probationary period at their own cost. If the Hourly Employee successfully completes the probationary period, the Company will refund the prorated cost up to established guidelines.

#### **ARTICLE O16 – MEDICAL EXAMINATIONS/RETURN TO WORK (see NFWA – N16)**

16.01 The purpose of an early and safe return to work plan is to provide a fair and consistent practice for accommodating Hourly Employees and Owner Operators who have been injured or have become ill, either permanently or temporarily, so as to ensure that their needs are accommodated in a manner that most respects their dignity as an integral part of the Company.

If the Hourly Employee or Owner Operator is capable of performing any modified position that they are medically deemed capable of performing. Wages earned shall be consistent with the position occupied.

It is agreed that all Agreements in place regarding Hourly Employees or Owner Operators with regards to W.S.I.B. or W.I. shall continue to apply.

Accommodating their restrictions may include such things as modification of a position, work station, training, adjustments of the work performed, technical aids, or provide other work that is suitable within the member's restrictions.

The Union understands that each individual shall be addressed on an individual basis and that the situations of other members shall have no bearing.

The Company shall be able to place any Hourly Employee or Owner Operator in any position within the bargaining unit without having to post such position. Understanding that the Hourly Employees or Owner Operators shall not relinquish any rights granted under the C.B.A. if non-unionized work is to be performed.

The Company agrees that all accommodations must take the Hourly Employee's or Owner Operator's current hours of work and time durations into consideration, providing it does not conflict with FAE/FAF.

It is agreed by all parties that this Article shall continually be open to revision when necessary.

The Company must provide work in the Hourly Employee's or Owner Operator's home facility as a priority. Should no work be available at the home facility, then the Company may place the member elsewhere within 100 kilometers of the member's home facility unless agreed otherwise by the Hourly Employee or Owner Operator. For hourly employees only, driving time to and from a facility other than their home facility shall be included in their scheduled hours for work accommodations.

Upon any Hourly Employee or Owner Operator being medically cleared to perform the pre-injury/disability job function, or being cleared for full duties, he/she shall at once be placed into the original position and exact job that he/she had held. Should said position no longer be available due to elimination of the position, the Hourly Employee or Owner Operator may then exercise their bumping rights. Any other displaced individual may also then exercise their bumping rights.

16.03 Medical Examinations:

Any medical examination requested by the Company shall be promptly complied with by the Hourly Employee or Owner Operator, provided however, that the Company shall pay for such examination.

A monthly list from the company shall be given to the union WSIB representative and president of the local listing any modified accommodations offered and accepted either temporarily or permanent. As well, a list of any employees that the company cannot accommodate.

Only the name of the individual shall be provided. Further details will require a signed release from the union member.

16.03 (a) Other than a medical for pre-employment or WSIB or a weekly indemnity plan, the Company will pay for medical forms required by insurance companies.

16.08 (a) The Company shall supply the Hourly Employee or Owner Operator with a copy of the medical findings with respect to the Hourly Employee or Owner Operator. Should the Union or the Hourly Employee or Owner Operator disagree with said findings, the Hourly Employee or Owner Operator, at their own expense, shall have the right to be examined by their personal physician.

(b) Where there is no agreement between the Company's physician and the Hourly Employee's or Owner Operator's physician on the condition of the Hourly Employee or Owner Operator, the Company and the Union together shall select a medical consultant to examine the Hourly Employee or Owner Operator with respect to the dispute.

Further, the Company and the Union shall select three (3) individual physicians to be used as outside consultants, and use the same protocols as set forth in Arbitrator selection. Also, the Company and the Union shall first meet to determine and agree as to criteria to be used on any assessments required.

(c) The findings of the final consultant shall be final and binding on all parties.

(d) The remunerations of the consultant shall be borne equally by the Company and the Union if such costs are not covered under the Provincial Health Plan.

16.09 Should any Hourly Employee be placed into a modified or accommodated job as a result of medical findings from a work related situation, the following shall apply:

If the Hourly Employee is placed into a classification at a lower rate of pay, the Hourly Employee shall suffer no loss of pay regardless of time duration. Should the Hourly Employee be placed into a higher rated pay classification, then the Hourly Employee shall maintain his/her current rate of pay. Should the placement be due to a non work-related

situation, the individual shall be paid at the classification schedule, but shall not profit from such placement.

Should any Owner Operator be placed into a modified or accommodated job as a result of medical findings from a work-related situation, one of the following shall apply and shall be at the discretion of the Owner Operator:

- 1) The Owner Operator will maintain route revenue, and the Company will provide route coverage. The Owner Operator will be expected to work eight (8) hours per day.
- 2) The Owner Operator will forfeit route revenue, the Company will provide route coverage and the Owner Operator shall be placed into a modified position and be paid at the prevailing rate for the classification.

Any Hourly Employee or Owner Operator not placed into a modified or accommodated job will be able to:

- (a) Qualify for participation in any of the Hourly Employee's and Owner Operator's benefit programs to which they are entitled to and are a participating member, or
- (b) Qualify for W.S.I.B. if their incapacity results from an on-the-job illness or injury.

16.10 Furthermore, the Company shall advise the Hourly Employee or Owner Operator at least seven (7) days in advance, wherever possible, of such medical examination; the time and date of examination to be mutually agreed upon.

16.11 The Company and the Union will establish the conditions of return to work of incapacitated Hourly Employees and Owner Operators and discuss the conditions of return to work with the injured worker representative of the Union. The Company will meet with the Union injured worker representative on a monthly basis to review and assess all ongoing cases.

When an Owner Operator is to be accommodated due to a non work-related situation the following shall govern. If the recovery date is known for the accommodation, then the Owner Operator shall be expected to temporarily relinquish their route and route revenue for said period of time and be paid as an Owner Operator but at the prevailing rate for the position which they have been placed into.

16.12 (a) If a job vacancy occurs that an incapacitated Hourly Employee or Owner Operator can perform, based on medical evidence and

qualifications, they will be placed on such job without the necessity of a job posting.

- (b) A doctor's certification of disability by the Hourly Employee's or Owner Operator's own doctor must be submitted and verified. A second opinion by a mutually agreed upon independent doctor will be obtained if requested by the Company or the Union.
- (c) Any Hourly Employee or Owner Operator placed on a job because of a disability will have their status reviewed at least annually jointly by both parties.
- (d) The Company will review all the circumstances with the Union before exercising this provision.
- (e) Should an Owner Operator become permanently disabled and placed on a permanent modified position within an FAE/FAF, they then shall be expected to relinquish their route and Business Agreement, and transfer to the hourly system with such placement.
- (f) An FAE will not be required by the company for any union member on any work related accommodation providing that they have been deemed by WSIB as having a permanent injury unless it is required for new modified work offers.

#### **ARTICLE O24- EXTRA WORK (see NFWA – N24)**

Understanding that the local Union recommends that no Union Member works more than sixteen (16) hours in one day or eighty (80) hours in one (1) week.

#### **ARTICLE O25 – BUMPING (see NFWA – N25)**

The following situations shall trigger a bump situation:

1. Route or shift cancellation;
2. Facility or branch/depot closures;
3. Article 30.02;
4. Re-routes as per article O-A18;
5. Facility or branch/depot move of greater than 49 kilometers;
6. Layoffs;
7. Permanent change of service area;
8. Permanent change of awarded job;
9. Any displacement;
10. Any change in classifications.

Permanent change is defined as a period of fourteen (14) days or longer.



## Bumping Protocols:

Displaced bargaining unit members may exercise their seniority bumping rights in the following manner;

1. Within classification within their branch a position with similar shift (within 1/2 hour) starting times.
2. Any junior bargaining unit member within their branch in any classification provided they possess the required skills and qualifications or any junior bargaining unit member at any other branch.

Any displaced individual shall have three (3) business days from the time they are provided with all the necessary information, (to make an informed decision), to inform the company of their desired bump.

## **ARTICLE O27 - SENIORITY**

- 27.01 (a) The purpose of seniority is to provide a policy governing work preferences, layoffs and recalls. Seniority of Hourly Employees and Owner Operators means the duration of continuous service for the Company, since their last hiring or signing of their Business Agreement or combination thereof.
- (b) There will be one (1) seniority list for all classifications.
- 27.02 The Company shall post, on the Union bulletin board, an up-to-date seniority list showing names of the Hourly Employees, date of employment, and will ensure that this list is maintained and kept up-to-date. The seniority list will be posted on or about the 31st of March, the 30th of June, the 30th of September and the 31st of December of each year. The Company on the same list shall show all Owner Operator names, corporate numbers and their original date of hire if ever an Hourly Employee, or their commencement date with a Business Agreement.
- 27.03 All new Hourly 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 Hourly Employees shall be placed on the seniority list and their seniority shall be established retroactively from their last date of hire.
- 27.04 All Hourly Employees and Owner Operators maintain and accumulate seniority in all cases, except:
- (a) In the case of voluntary resignation or cancellation of Business Agreement; or

- (b) If they are discharged for just and reasonable cause; or
- (c) If, as an Hourly Employee, he/she is absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or
- (d) If, as an Hourly Employee, he/she is laid off for a period exceeding eighteen (18) calendar months; or
- (e) If they remain outside the bargaining unit for ninety (90) calendar days or longer.

27.05 All new Hourly Employee hiring's or Business Agreement signing's within the bargaining unit will be date stamped to ascertain seniority. In the case of multiple hires or Business Agreement signings where disputes and/or exact start dates or time cannot be determined, the determination shall be from the payroll number.

27.06 For Hourly Employees and Owner Operators on a medical leave of absence or W.S.I.B., it will be the Hourly Employees' and Owner Operators' responsibility to be aware of any job postings.

#### **ARTICLE O28 - BEREAVEMENT LEAVE**

28.01 Every Hourly Employee shall be entitled to a paid leave, up to four (4) working days, in the event of the death of their spouse (included is a spouse of an alternate lifestyle couple), child, father, mother, brother, sister, father-in-law, mother-in-law, or grandparents and grandchildren. Proper justification must be provided upon request.

Should any of the above listed family members' death occur while the employee is on duty and the employee needs to leave the workplace, they shall be paid for the remainder of their shift.

This provision does not apply if the death occurs while the Hourly Employee or Owner Operator is on a leave of absence, vacation or layoff. Managers, at their discretion, may grant other bereavement leave. The Article applies to Owner Operators as well; however they shall only be granted unpaid leave.

Any bargaining unit member who is a member of Canadian armed forces, (regular or reserve, or emergency services personnel whether paid or voluntary,

(To include: EMTs, firefighters, special constables and SAR techs), will be allowed 1 day unpaid time to attend the funeral of a colleague killed in the line of duty.

## **ARTICLE O29 - JURY DUTY**

29.01 When a full-time or part-time Hourly Employee is required to serve on a jury, or is subpoenaed as a witness, the Hourly Employee will be paid the wages they would normally have earned at work, but the Hourly Employee shall have to reimburse the Company the amount of fees they receive for the period served while on jury or witness duty. Owner Operators shall be entitled to the same leave but shall not be compensated for same.

## **ARTICLE O30 - JOB POSTINGS**

- 30.01 (a) When a vacancy occurs for any reason, the Company will post within five (5) days the said vacancy for five (5) working days (Monday to Friday), in order that Hourly Employees and Owner Operators may bid for the vacancy in writing. The Owner Operators and the Hourly Employees will have five (5) days to make their intentions known after being provided the necessary information to make an informed decision. Such notice shall provide information regarding classification, route number if applicable, service area if and scheduled hours, and rates of pay. Selection will be on the basis of the applicant's seniority and qualifications. The senior qualified applicant will be awarded the position within two (2) working days. The Company will place the successful applicant in the position within twenty (20) working days. The successful applicant, who is not placed into the new position within twenty (20) working days shall, if the new position incurs a higher rate of pay and/or more hours, be paid any and all monies they would have earned in the new position.
- (b) Any position that changes from part-time to full-time will be re-posted in accordance with Article O30.01(a).
- (c) Only job postings that require work to be performed in the Province of Quebec will be posted as bilingual. A Committee will be struck where both parties will meet to discuss and determine any positions in the Province of Ontario that will be posted as bilingual.
- (d) Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually.

Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

- (e) No part-time shift or posting shall be less than four (4) hours.
- (f) Article 30.01(e) may be circumvented by creating a split shift of four (4) hours for one part and less than four (4) hours for the second part, or where a part-time Hourly Employee is in agreement to add a split of less than four (4) hours to their current position.

30.02 In the event that an Hourly Employee's scheduled hours have been increased by sixty (60) minutes or more for a period of ten (10) consecutive days, or an individual's job function has changed, or classification has changed, then said position must be re-posted. In the event that an Hourly Employee's scheduled shift is cut by sixty (60) minutes or more, or incurs changes to any scheduled start or finish times of sixty (60) minutes or more, or the job function has changed, the said Hourly Employee has the option of retaining said position or bumping.

In the event of a change in scheduled hours on any position for any reason the individual so effected will be given five (5) working days notice.

During the period between Christmas Day and New Years Day, the Company shall be able to adjust hours by up to two (2) hours per day without triggering a bump situation.

30.03 Eligible Hourly Employees and Owner Operators who apply for posted job vacancies must be notified of the name of the successful bidder, in writing.

30.04 The individual awarded the position shall receive written notification of such award, including a copy of the original job posting. The Local Chair shall also be given copies of this information.

30.05 All driving postings shall, as above, outline service area.

All owner operator postings will list the last four (4) weeks numbers from the previous owner operators numbers. These items shall be:

1. Average stops;
2. Average pieces;
3. Average kilometers;
4. Core zone; and
5. Defined route boundaries.

Items 1, 2 and 3 however shall not be guaranteed.

## **ARTICLE O31 - SUBSTANCE ABUSE**

Substance Abuse is recognized to be a serious medical and social problem that can affect Employees. The Company and the Union have a strong interest in encouraging early treatment and assisting Employees towards full rehabilitation.

The Company will continue to provide a comprehensive approach towards dealing with substance abuse and its related problems. Company assistance will include referral of Employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while under a medically prescribed course of treatment. If the selected Institute is not covered under Employer Health Tax (OHIP), the Company will pay the cost of the treatment for Hourly Employees only and refer Owner Operators to appropriate facilities and services as required but shall not pay for same.

## **ARTICLE O32 – CLASSIFICATIONS - EMPLOYEE AND OWNER OPERATOR**

- 32.01 (a) Regular Full-Time Hourly Employees: Any Hourly Employee regularly scheduled to work forty (40) hours per week and who is available for eight (8) hours of work on each day of their regularly scheduled work period shall be considered a full-time Hourly Employee and will be paid forty (40) hours at the basic rate established for their respective classification.
- (b) Clerical only: The clerical full-time work week shall be thirty-seven and a half (37.50) hours per week and shall be paid at time and one half after seven and a half (7.50) hours in a day and thirty-seven and a half (37.50) hours in one week.
- 32.02 Regular Part-Time Hourly Employees: Scheduled Part-Time Hourly Employees shall be guaranteed twenty (20) hours per week and/or four (4) hours per day.
- 32.03 Part Time Unassigned Employees will not have scheduled hours, will not have a “regular” shift and will not be considered to be on a “regularly scheduled” shift. Part Time Unassigned Employees will not be referred to or considered to be Casual Employees.

Part-Time Unassigned warehouse Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Warehouse Employees who are absent from work for any reason. Part-time unassigned warehouse Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of four (4) hours when called upon to work in the warehouse.

All other Part-Time Unassigned Hourly Employees: May be employed to relieve positions normally occupied by regular full-time and part-time Hourly Employees who are absent from work for any reason.

Part-time unassigned Hourly Employees shall have no weekly guarantee but shall be guaranteed a minimum of four (4) hours when called upon.

Part-time Unassigned Hourly Employees may be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular and part-time Hourly Employees or the creation of Business Agreements for Owner Operators.

Further they shall not be used until all regular part-time Hourly Employees have been utilized.

Part-time unassigned Hourly Employees are covered by all Articles of this Collective Agreement save and except Article O-B10.

Any part-time unassigned Hourly Employee who works an average twenty (20) hours per week for any four (4) weeks a in seven (7) week period shall have the work he or she has been performing be re-classified as a new vacant part time position and the new part time position shall be posted as per this collective agreement, except as a result of hours worked for coverage in the following areas:

1. Sick leave coverage;
2. Vacation coverage; Leave of absence coverage;
3. Owner Operator route relief;
4. WI and WSIB; and
5. Work during the period from October 1 to December 31.

In order to ensure the Company is able to schedule an adequate number of Hourly Employees on each shift, part-time unassigned Hourly Employees will provide the Company with their available dates on a bi-weekly basis.

### **Job Classifications**

1. General Warehouse
2. Warehouse Sorter
3. Held Inventory Control
4. G Driver
5. DZ Driver
6. AZ Driver
7. Clerical Customer Service
8. Clerical Data Entry
9. Clerical Collections
10. Clerical Bilingual Collections

11. Master Load Planner
12. Customer Counter Specialist
13. Owner Operator
14. Walker
15. Lead Hand as required per individual classifications
16. International Sub Classifications as required
17. Relief Driver
18. Provincial Local Chair Person
19. Linehaul Driver
20. Brokerage CBG – HVS
21. Brokerage CBG – LVS
22. Brokerage – Admin
23. Brokerage BNG – Specialist

For any job classification listed, omitted or created, seniority shall govern as to choice of specific job or position desired.

The job classifications listed above in no way negate the fact that from time to time the Company shall need to be able to move people around in their general classification group in order to accommodate any staffing shortages or occasional emergency situations, and cross-training requirements.

### **ARTICLE O33 - WORKING TOGETHER**

The Company and the Union agree to the principle of working together to resolve problems relating to any Article or clause of this Agreement. To this end, the parties recognize that with selected problems, the Company and the Union will be required to meet. In these cases, the Local Chairperson of the Local Union will coordinate with the HR Manager to discuss and resolve the situation(s).

It is understood by both parties that the intention of this Article is not to infringe upon the rights of either party, but rather to provide a method of conflict resolution through: (a) the grievance process; and (b) regular monthly labour management meetings.

### **ARTICLE O34 - PRODUCTIVITY STANDARDS**

The Company agrees to advise the Union Local Chair of changes in productivity standards within any classification group or department and will provide the Union the opportunity to submit any concerns it may have with the proposed changes in productivity standards prior to such standards being implemented.

It is understood that the Company continues to maintain its rights in establishing productivity standards.

## **ARTICLE O35 - ELECTRONIC VIDEO SURVEILLANCE EQUIPMENT**

The following notice will be posted in all work places covered by this Collective Agreement:

“Due to the nature of our business and occasional requests from customers, electronic surveillance equipment may be installed from time to time in the workplace.”

The Company will provide video surveillance in all security huts.

It is understood that such equipment will not be installed in areas where Hourly Employees and Owner Operators are entitled to expect privacy, such as washrooms and locker rooms.

## **ARTICLE O36 - SENIORITY LIST**

Notwithstanding the provisions of this Collective Agreement, for the purposes of job bidding and reductions in the workforce, there shall be one (1) integrated seniority list to include both Hourly Employees and Owner Operators.

## **ARTICLE O37 - LETTERS OF UNDERSTANDING**

As of the date of ratification, it is hereby agreed that all Letters of Understanding and Agreements not in this ratified Agreement shall be null and void, save and except those relating to the Schedule “A’s” of the Owner Operator Business Agreements.

## **ARTICLE O38 - MANDATORY CONVERSIONS**

In the event of mandatory conversion from Hourly Employee to Owner Operator, the parties agree that the prior articles on mandatory conversion shall be brought back and shall apply.

All Hourly Rated Drivers with eleven (11) years of service as of January 1st, 1994, who choose to remain as Hourly Employees, will have their rate of pay and hours of work protected and further will be scheduled in shifts between 06:00 and 21:00, and shifts will be no greater than ten (10) hours and the splits will be no longer than two (2) hours in duration.

## **ARTICLE O39 - VEHICLE SECURITY**

Outlined below are the vehicle security procedures that will be followed by Owner Operators and Hourly Drivers:

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;



- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;
- Cargo located on loading docks or ramps shall at no time be left unattended.

Failing a loss to the Company or its customers, then the Owner Operator or the Hourly Employee will be subject to progressive discipline. A loss is deemed to be freight of any kind or customer property. For Hourly Employees a loss will also include Company vehicles. Any other loss of Company property will be addressed as outlined as per the C.B.A.

#### **ARTICLE O40 DRIVING REQUIREMENTS**

In order to ensure competent, safe driving by all Employees and Owner Operators, DHL Express (Canada), Ltd., (DHL), has established the following criteria for hiring and awarding of all positions which require driving in the performance of duties for DHL Express Canada and its customers.

#### **GENERAL:**

All positions requiring driving, (Hourly Drivers, Owner Operators and any other positions which require the Employee to drive), require the following minimum requirements:

1. All positions require a valid driver's license that meets the requirements of the position applied for. (Graduated licenses are not permitted.)
2. Minimum eighteen (18) months licensed after completion of all graduated license requirements.
3. No preventable accidents within past five (5) years.
4. No more than three (3) outstanding demerit points in past twenty-four (24) months for moving violations on current driver's abstract.
5. No more than one (1) seat belt infraction on current driver's abstract.
6. No positions to be awarded if abstract shows any past driver's license suspension due to impairment or moving violations.
7. No disciplines for safety infractions within past twelve (12) months.

**Additional Specific Requirements:**

1. Owner Operators are to provide a vehicle that meets Company standards.
2. Heavy equipment positions must hold valid appropriate license with air endorsement.
3. Linehaul positions to have minimum two (2) years highway experience and be verifiable.
4. Western Linehaul requiring trips into mountain regions to have minimum five (5) years mountain experience and be verifiable.

All minimum work experience listed above is full-time minimum work experience.

Any Owner Operator or position which requires driving for DHL may require a written and/or road test at the Company's discretion

**APPENDIX "A"**

The following Articles are Owner Operator specific and are in no way to include Hourly Employees.

**ARTICLE O-A1 - INCORPORATION OF OWNER OPERATORS**

All newly acquired Owner Operators after the date of May 1st 2006 must be incorporated as a condition of signing the Business Agreement.

The above is not mandatory to hourly employees who become owner operators that were members of the bargaining unit prior to May 1st 2006.

Should the company decide that for those individuals not required to be incorporated that it become mandatory, the cost shall be borne by the company.

This Article in no way is to deprive any Owner Operator or Hourly Employee the rights, benefits or protections that they now or in future are entitled to in this Collective Agreement.

**ARTICLE O-A6 – DISCIPLINE**

As of the date of ratification the following protocols shall govern with regards to progressive discipline for all Owner Operators:

- 1. Verbal Warning;
- 2. Letter of Concern;
- 3. Level 2 Letter of Concern;
- 4. Level 3 Letter of Concern;
- 5. Level 4 Letter of Concern;
- 6. 30 Day Suspension;
- 7. Termination.

The above list shall be adhered to and followed in listed order for any and all cases of discipline save and except the following which shall start at the level of discipline so indicated and progress accordingly:

<b>Occurrence</b>	<b>Discipline</b>
Theft	Termination
Violence causing bodily injury	Termination

Physical altercation	30 day suspension for aggressor only
Destruction of Company property (non accidental)	Termination
Negligence causing a loss to the Company	Level 3 Letter of Concern
Negligence causing a loss to a customer	30 day suspension
Negligence causing a loss to the Company or a customer and lying about it	Termination
Falsifying documentation relating to proof of delivery and/or payment	Termination

Note: Progressive discipline means the discipline imposed for specific actions and not a cumulative compiling of disciplines, but rather individual situations and progressing accordingly with each circumstance.

Note: A second occurrence causing a loss of a scanner or damage to a scanner shall not have discipline imposed but the Owner Operator shall be responsible to pay the Company the full cost of replacement or repair of said scanner.

Note: The parties agree that the term “loss” shall relate to financial impact on a customer or the Company.

## **ARTICLE O-A10 - HEALTH & WELFARE**

A10.01 Owner Operators shall have the option, at their own cost, to be included in the Company benefit program as detailed below. The Company will deduct the cost of benefits selected from the Owner Operator’s invoice. These benefits include:

- Provincial Medical;
- Major Medical (extended health benefit);
- Dental Plan;
- Vision Care;
- Eye exams (Max \$65.00 per year each);
- Life Insurance (Max. one and one-quarter (1.25%) percent of earnings up to a maximum of \$50,000);
- Accidental Death and Dismemberment Insurance;
- Optional A. D. & D.

- A10.09 The Company will make available to all Owner Operators a group accident insurance plan for those who voluntarily enroll and who continue to pay the required monthly premiums.
- A10.10 If an Owner Operator chooses to participate in the above benefits plans, he/she must participate in the plans for a minimum of twenty-four (24) months. Should an Owner Operator terminate participation in the plans, the Owner Operator shall not be eligible to rejoin the plan for a period of twenty-four (24) months from the date the coverage was terminated. In this event, life insurance coverage shall be subject to medical evidence of insurability to the insurance carrier.

In the event of a change in status under a spousal benefit plan, the twenty-four (24) month waiting period will be waived. Evidence of prior coverage will be required.

#### **ARTICLE O-A11 – TRAINING**

- A11.01 From time to time Owner Operators will be required to attend training and/or educational meetings outside their normal work schedule. These hours shall be paid at straight time, at the Hourly Driver rate
- A11.02 The cost for Company-approved training and upgrading the skills or qualifications of one replacement Driver per Owner Operator, approved by the Company, to comply with the requirements of the Company, will be borne by the Company. Relief or Replacement Drivers shall be paid at the hourly rate for the classification.
- A11.05 The Company will ensure that all Owner Operators are properly trained as to their full responsibilities and duties.
- A11.06 When adding to the Owner Operator group and/or when any individual is on what to them is a new Owner Operator route, they shall receive a minimum of five (5) days training on the route for experienced Owner Operators and/or Hourly Drivers, if requested, and a minimum of five (5) days training for new Owner Operators. During training, the trainer will be paid at the prevailing hourly rate, and the new Owner Operator will receive full route revenue. Visa versa if the training Owner Operator's vehicle is used.

#### **ARTICLE O-A12 – OWNER OPERATOR PERSONAL LEAVE**

Owner Operators who service a P&D route, and/or a heavy equipment P&D city route, will be entitled to two (2) weeks personal leave per calendar year. During this leave the Company will provide coverage for the Owner Operator, and the Owner Operator will forego all route revenues during the leave. The Company will cover the Owner Operator's route by utilizing the second wave Owner Operators, hourly part-time and part-time unassigned Hourly Employees, and agents where necessary.

The Owner Operators are required to apply in writing to their General Manager by March 31st of each calendar year the selected dates for their personal leave. The selection should also include their second (2nd) and third (3rd) alternative preferred dates for leave. A minimum of two (2) weeks notice must be given when submitting for personal leave.

Owner Operator's leave will be included in the ten percent (10%) hourly rule as per Article O-B29.03 of the C.B.A.

Such leave will be granted by seniority using one seniority list for Owner Operators and Hourly Employees. This means that ten percent (10%) combined Hourly Employees and Owner Operators are allowed off during the same time period.

The Owner Operators must take their personal leave time between December 26th and October 1st for each calendar year. Personal leave must be taken during the prescribed time and cannot be banked and carried over from year to year. Owner Operators who do not book or take personal leave will forfeit their right to personal leave for that calendar year. Owner Operators who do not select or take personal leave time during any calendar year will not be compensated for any or all unused personal leave time.

Owner Operators may take their personal leave time in one two (2) week block or two one (1) week blocks but may not split leave time by the day.

Owner Operators, while on personal leave, cannot be called into work unless the Owner Operator agrees. When an Owner Operator is called in, by mutual agreement, the Owner Operator will have the right to negotiate their remaining personal leave prior to returning to work.

#### **ARTICLE O-A18 – REROUTES / LOSS OF CUSTOMER**

In the event a reroute is required to enhance or retain the overall service levels on a specific route or routes, the following will apply for each affected Owner Operator:

If as a result of a reroute a Driver suffers loss of route revenue in excess of 5% the following will apply:

1. 30 Day buyout (refer to formula) with no bumping privileges, or
2. No buyout and will use seniority to bump.

The onus will be on the Company to prove the need to remove work from the Owner Operator route, subject to the Union's right to grieve in the event of a dispute arising. The Company and the Union agree to meet and discuss the matter prior to any route being changed. The removal of an individual stop from an Owner Operator route as a result of a disciplinary measure for service related issues will not constitute a reroute and as such does not trigger the payout or bump situation.

Pre route Income / day For previous 10 Working days	minus	Post route Income / day For previous 10 Working days	X 30	= Payout
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## **ARTICLE O-A27 - EQUIPMENT**

A27.01 The Company assumes responsibility for the supply and installation of the decal kit. Where the Company is changing the required colour scheme, the Company assumes the full cost of painting in accordance with the painting price available to the Company at an accredited CAA shop. Based on the above prices the Owner Operator is free to get his/her work done elsewhere, as long as it is done to DHL global standards.

The Owner Operator is responsible for all body work prior to the vehicle being painted.

The Owner Operator is responsible for any cost incurred for removing the decals upon termination, which is a requirement.

A27.02 The Company reserves the right to refuse to sign Business Agreements, or terminate present Business Agreements with Owner Operators, whose equipment does not meet the DHL Express (Canada) Ltd. global appearance standards. The Company must first give the Owner Operator no less than seventy-five (75) days written notice to meet appearance standards.

A27.03 The Company will reimburse Owner Operators for expenses related to obtaining C.V.O.R. licenses if required by the Company or the Ministry of Transportation.

A27.04 Placard holders to be installed and paid for by the Company, if required.

A27.05 Where deemed necessary by the Joint Health & Safety Committee, safety equipment will be supplied and paid for by the Company, except as amended by this Collective Agreement.

## **ARTICLE O-A28 - MISCELLANEOUS**

A28.01 In the event an Owner Operator's Business Agreement is cancelled for other than breach of contract, and he/she cannot exercise his/her seniority, the Owner Operator will receive the thirty (30) day notice in the Business Agreement and receive a buyout of one (1) weeks revenue per year of service with the Company, including time served as an Hourly Employee at the Owner Operator's current earnings.

A28.02 Owner Operators and the Company will be able to negotiate individual rates above or below the minimums. Any such negotiated rates must be agreed to by the Area Director and the Local Chairperson.

A28.03 It is recognized by both parties that from time to time, customer specific rates are required to build the business, and as such in these circumstances the Area Director and the Local Chair of the Union shall meet to negotiate such individual rates together and present the proposal to the affected or new Owner Operator, at which time after satisfying the needs of all affected, the Area Director and Local Chair person shall sign off on said negotiated rates.

A28.05 In the event of a major expenditure for business purposes, the Company will assist all Owner Operators by extending credit to all Owner Operators up to one thousand five hundred dollars (\$1,500.00).

Repayment within twelve (12) months of having received funds will be agreed to by the Owner Operator and the Company on an interest free basis.

#### **Replacement Drivers:**

A28.06 (a) When an Owner Operator must be absent for emergency purposes, it will be the responsibility of the Owner Operator to supply a Relief Driver. If the Company must supply a Driver and a truck, the Company will retain the revenue for the relief period.

(b) Should an Owner Operator be absent from their route due to an illness or family emergency, and not supply a Relief Driver, he/she must supply a doctor's note or documentation to substantiate the validity of the absence, or corrective action may be taken.

It is also noted that bona fide or substantiated absences shall not be occurrences.

(c) Should an Owner Operator have a vehicle breakdown while coming to work or on duty, and not supply a Relief Driver, he/she must supply valid documentation to substantiate that the breakdown occurred on the date of their absence. If the repairs take more than one day to complete, the onus will be on the Owner Operator to ensure that the route is covered beyond the first day of the vehicle breakdown. If the above terms are not met, the Owner Operator will be subject to corrective action.

The company where feasible will help the owner operator to acquire rental vehicle and road side assistance if necessary.



The owner operator in order to receive vehicle assistance shall be required to sign and initial in advance where appropriate their business agreement to allow the company to recover this cost from their revenue.

- (d) The death of an immediate family member will be considered a bona fide emergency.
- (e) The Company will provide a Relief Driver up to a maximum of four (4) occurrences per calendar year. An occurrence will be a maximum of two (2) days and cannot be consecutive or used to add to any other benefits the Owner Operator may have under the terms of this C.B.A. Any doctor's note required by the Company will be paid for by the Company.

- A28.07 If an Owner Operator is a member of the Executive or a Steward and is required to be absent for Union business, the Company will cover the route and keep route revenue for the number of days required, if requested.
- A28.08 Part-time unassigned Hourly Employees will be available to the Owner Operator. The use of the part-time unassigned Hourly Employee is approved if the part-time unassigned Hourly Employee calls his Supervisor to inform the Supervisor of his intention to take the Owner Operator assignment, and has not already accepted another assignment. If the part-time unassigned Hourly Employee is scheduled to relieve an Owner Operator, the Company will not be able to re-schedule the part-time unassigned Hourly Employee.
- A28.09 All Owner Operators will have their invoices paid by direct deposit. The payment records will be distributed at the end of day on Thursday every second week. Any shortages in excess of one hundred-fifty dollars (\$150.00) will be paid within forty-eight (48) hours of the Company being notified.
- A28.11 There will be only one operator per truck except in the case of Linehaul Drivers.
- A28.12 Owner Operators must be on their own route at least 60% of the time.
- A28.13 No Owner Operator can hold more than one (1) route nor can any Owner Operator from the bargaining unit act as an agent or have any other routes or positions with DHL Express (Canada), Ltd.
- A28.14 Article O-A28.13 may be exempt in the case of holding a Saturday or Sunday posted and awarded route.
- A28.15 All owner operators must inform the company when they learn that their driving privileges are knowingly suspended or revoked for any reason.

Failure to do so may result in the termination of their business agreement.

## **ARTICLE O-A29 - CONVERTING BARGAINING UNIT OWNER OPERATOR MEMBERS TO HOURLY EMPLOYEES**

In the event that the Company decides to convert any Owner Operator route(s) to hourly, the following shall apply:

- A29.01 The Company will provide at least ninety (90) days notice of the conversion to the Union and the affected Owner Operator(s).
- A29.02 The Company will meet with the Union and the affected Owner Operator(s) to discuss any issues of mutual concern relating to the conversion.
- A29.03 The affected Owner Operator(s) will be given the first opportunity to accept any hourly route(s) resulting from the conversion or may exercise their seniority rights pursuant to this Collective Agreement or may elect to resign and accept a buy out equivalent to two (2) weeks per year of service at the prevailing Hourly Driver rate of pay. These options will also be available to any Owner Operator who is bumped by another Owner Operator as a direct result of the conversion. An Owner Operator who, by accepting an hourly route or otherwise exercising his/her seniority rights to bump into an hourly position, will be given credit for all continuous service since his/her original date of service for the purposes of this Collective Agreement.
- A29.04 If the Owner Operator requests, the Company will either assume responsibility for the vehicle leases of affected Owner Operator(s) or, if the Owner Operator(s) owns his/her vehicle, the Company will purchase it at fair market value, provided the vehicle was acquired or committed to by the Owner Operator prior to the date of notice under section O-A29.01 above. If the vehicle is leased and there remains residual equity in the lease, the Owner Operator will be compensated accordingly.
- A29.05 The Company will indemnify the affected Owner Operator(s) for any reasonable and customary business expenses already incurred or committed to for the current year which are not otherwise recoverable by the Owner Operator, including insurance, benefits, permits, and cancellation fees, provided such costs were incurred prior to the date of the notice under section O-A29.01.
- A29.06 The Company will indemnify the affected Owner Operator(s) for any legal or accounting fees reasonably incurred as a result of the conversion, to a maximum of one thousand dollars (\$1,000) per Owner Operator.

A29.07 If, as a result of conversion, an Owner Operator incurs an unexpected income tax liability because of the inability to claim a reserve under the Income Tax Act with respect to the deferred income, the Company will provide the Owner Operator with reasonable financing assistance relating to such tax liability including, if necessary, a loan, subject to the following conditions:

- The Owner Operator must provide satisfactory proof that such loan is required for the above purpose;
- The loan will be to a maximum of twenty thousand dollars (\$20,000) for a  $\frac{3}{4}$  ton vehicle, twenty-five thousand dollars (\$25,000) for a one ton vehicle, thirty thousand dollars (\$30,000) for a five ton vehicle, and thirty-five thousand dollars (\$35,000) for a tractor;
- The Owner Operator shall sign a promissory note for the loan;
- The interest rate shall be 2% above the prime rate at the date the promissory note is signed;
- The repayment schedule shall be based on an equal number of monthly installments of five hundred dollars (\$500) per month, unless the parties agree otherwise, provided the loan is repaid in full over a twenty-four (24) month period;
- The Owner Operator must have elected to become an hourly rated Employee and must continue to be an Employee of the Company. If his/her employment is terminated prior to full repayment, the outstanding balance shall become due and payable upon termination.

A29.08 If, prior to the notice under section O-A29.01 above, the Owner Operator has incurred indebtedness directly related to the operation of his/her vehicle which exceeds the equity in the vehicle, the Company will provide the Owner Operator with reasonable financing assistance relating to such indebtedness including, if necessary, a loan to a maximum of five thousand dollars (\$5,000) subject to the conditions set out in section O-A29.07 above.

A29.09 Any dispute over the application of this Article may be submitted to arbitration in accordance with Article N4 of the National Framework Agreement of this Collective Agreement.

A29.10 It is understood that any Owner Operator that takes an hourly driving position as a result of these provisions will be awarded an eight (8) hour position.

## **ARTICLE O-A30 - WAGES**

The parties agree for all classifications of Owner Operators to use the following rate increases applied to...

(Non Heavy Equipment)

Core Zone

Stops

Pieces

Quality Payment

(Heavy Equipment) and (Western and Regional Linehaul)

January 1, 2014 – 2.00%

January 1, 2015 - 2.00%

January 1, 2016 – 2.75%

## **ARTICLE O-A31 – RELIEF DRIVERS**

The parties agree that Hourly Employees who are engaged by an Owner Operator, in accordance with this Collective Agreement, to act as a Relief Driver, will be subject to the discipline procedure should they fail to act in accordance with the duties and responsibilities of an Owner Operator.

In the event that an Owner Operator engages a Relief Driver from outside the bargaining unit, the Owner Operator assumes all responsibility for the actions of said Relief Driver and shall be disciplined accordingly should the Relief Driver fail to act in accordance with the duties and responsibilities of an Owner Operator.

It is further agreed that no Owner Operator shall be disciplined with greater than a level three letter of concern issued in progressive discipline for the actions of a non bargaining unit Relief Driver.

Should any Owner Operator receive a level three letter of concern for the actions of their Relief Driver, the Relief Driver shall be deemed terminated from being an approved Relief Driver. In the event the relief driver is terminated in conjunction with this article all discipline issued to the owner operator due to the actions of the relief driver shall be removed from the owner operators file.

## **ARTICLE O-A32 – INDIVIDUAL TERMS**

It is hereby understood and agreed that during the period after contract ratification no individual terms more advantageous than provided for in this Agreement will be eroded.

E.g.: Piece rates higher than the Collective Agreement minimums or guarantees more advantageous to the Owner Operator than Collective Agreement minimums will not be eroded.

This does not apply to resigning Agreements after a route change or the elimination of payment for services that are no longer performed.

**ARTICLE O-A33 - WSIB PREMIUMS**

As of the date of ratification it is hereby agreed that the Company does and continues to pay all WSIB premiums for all Owner Operators, Relief Drivers and approved modified work accommodation runners/helpers.

**ARTICLE O-A34 – FUEL REBATE FORMULA**

The parties agree from the date of ratification to the following fuel rebate subsidy formula.

Said formula to be applied as follows:

Every other Monday AM your General Manager shall post the previous two week average price per litre for regular unleaded fuel to determine the baseline for the following formula.

<b>Fuel Cost</b>	<b>Rebate (A) Runs to 200 Km.</b>	<b>Rebate (B) Runs Over 200 Km.</b>
0.499	0.0000	0.0000
0.509	0.0022	0.0016
0.519	0.0045	0.0033
0.529	0.0068	0.0050
0.539	0.0090	0.0066
0.549	0.0113	0.0083
0.559	0.0135	0.0099
0.569	0.0158	0.0116
0.579	0.0180	0.0132
0.589	0.0203	0.0149
0.599	0.0225	0.0165
0.609	0.0248	0.0182
0.619	0.0270	0.0198
0.629	0.0293	0.0215

<b>Fuel</b>	<b>Rebate (A)</b>	<b>Rebate (B)</b>
<b>Cost</b>	<b>Runs to 200 Km.</b>	<b>Runs Over 200 Km.</b>
0.639	0.0315	0.0231
0.649	0.0338	0.0248
0.659	0.0360	0.0264
0.669	0.0383	0.0281
0.679	0.0405	0.0297
0.689	0.0428	0.0314
0.699	0.0450	0.0330
0.709	0.0473	0.0347
0.719	0.0495	0.0363
0.729	0.0518	0.0380
0.739	0.0540	0.0396
0.749	0.0563	0.0413
0.759	0.0585	0.0429
0.769	0.0608	0.0446
0.779	0.0630	0.0462
0.789	0.0653	0.0479
0.799	0.0675	0.0495
0.809	0.0698	0.0512
0.819	0.0720	0.0528
0.829	0.0743	0.0545
0.839	0.0765	0.0561
0.849	0.0788	0.0578
0.859	0.0810	0.0594
0.869	0.0833	0.0611
0.879	0.0855	0.0627
0.889	0.0878	0.0644
0.899	0.0900	0.0660
0.909	0.0923	0.0677
0.919	0.0945	0.0693
0.929	0.0968	0.0710

<b>Fuel</b>	<b>Rebate (A)</b>	<b>Rebate (B)</b>
<b>Cost</b>	<b>Runs to 200 Km.</b>	<b>Runs Over 200 Km.</b>
0.939	0.0990	0.0726
0.949	0.1013	0.0743
0.959	0.1035	0.0759
0.969	0.1058	0.0776
0.979	0.1080	0.0792
0.989	0.1103	0.0809
0.999	0.1125	0.0825
1.009	0.1148	0.0842
1.019	0.1170	0.0858
1.029	0.1193	0.0875
1.039	0.1215	0.0891
1.049	0.1238	0.0908
1.059	0.1260	0.0924
1.069	0.1283	0.0941
1.079	0.1305	0.0957
1.089	0.1328	0.0974
1.099	0.1350	0.0990
1.109	0.1373	0.1007
1.119	0.1395	0.1023
1.129	0.1418	0.1040
1.139	0.1440	0.1056
1.149	0.1463	0.1073
1.159	0.1485	0.1089
1.169	0.1508	0.1106
1.179	0.1530	0.1122
1.189	0.1553	0.1139
1.199	0.1575	0.1155
1.209	0.1598	0.1172
1.219	0.1620	0.1188
1.229	0.1643	0.1205

<b>Fuel</b>	<b>Rebate (A)</b>	<b>Rebate (B)</b>
<b>Cost</b>	<b>Runs to 200 Km.</b>	<b>Runs Over 200 Km.</b>
1.239	0.1665	0.1221
1.249	0.1688	0.1238
1.259	0.1710	0.1254
1.269	0.1733	0.1271
1.279	0.1755	0.1287
1.289	0.1778	0.1304
1.299	0.1800	0.1320
1.309	0.1823	0.1337
1.319	0.1845	0.1353
1.329	0.1868	0.1370
1.339	0.1890	0.1386
1.349	0.1913	0.1403
1.359	0.1935	0.1419
1.369	0.1958	0.1436
1.379	0.1980	0.1452
1.389	0.2003	0.1469
1.399	0.2025	0.1485
1.409	0.2048	0.1502
1.419	0.2070	0.1518
1.429	0.2093	0.1535
1.439	0.2115	0.1551
1.449	0.2138	0.1568
1.459	0.2160	0.1584
1.469	0.2183	0.1601
1.479	0.2205	0.1617
1.489	0.2228	0.1634
1.499	0.2250	0.1650
1.509	0.2273	0.1667
1.519	0.2295	0.1683
1.529	0.2318	0.1700



<b>Fuel</b>	<b>Rebate (A)</b>	<b>Rebate (B)</b>
<b>Cost</b>	<b>Runs to 200 Km.</b>	<b>Runs Over 200 Km.</b>
1.539	0.2340	0.1716
1.549	0.2363	0.1733
1.559	0.2385	0.1749
1.569	0.2408	0.1766
1.579	0.2430	0.1782
1.589	0.2453	0.1799
1.599	0.2475	0.1815
1.609	0.2498	0.1832
1.619	0.2520	0.1848
1.629	0.2543	0.1865
1.639	0.2565	0.1881
1.649	0.2588	0.1898
1.659	0.2610	0.1914
1.669	0.2633	0.1931
1.679	0.2655	0.1947
1.689	0.2678	0.1964
1.699	0.2700	0.1980
1.709	0.2723	0.1997
1.719	0.2745	0.2013
1.729	0.2768	0.2030
1.739	0.2790	0.2046
1.749	0.2813	0.2063
1.759	0.2835	0.2079
1.769	0.2858	0.2096
1.779	0.2880	0.2112
1.789	0.2903	0.2129
1.799	0.2925	0.2145
1.809	0.2948	0.2162
1.819	0.2970	0.2178
1.829	0.2993	0.2195

<b>Fuel Cost</b>	<b>Rebate (A) Runs to 200 Km.</b>	<b>Rebate (B) Runs Over 200 Km.</b>
1.839	0.3015	0.2211
1.849	0.3038	0.2228
1.859	0.3060	0.2244
1.869	0.3083	0.2261
1.879	0.3105	0.2277
1.889	0.3128	0.2294
1.899	0.3150	0.2310
1.909	0.3173	0.2327
1.919	0.3195	0.2343
1.929	0.3218	0.2360
1.939	0.3240	0.2376
1.949	0.3263	0.2393
1.959	0.3285	0.2409
1.969	0.3308	0.2426
1.979	0.3330	0.2442
1.989	0.3353	0.2459
1.999	0.3375	0.2475
2.009	0.3398	0.2492
2.019	0.3420	0.2508
2.029	0.3443	0.2525
2.039	0.3465	0.2541
2.049	0.3488	0.2558
2.059	0.3510	0.2574
2.069	0.3533	0.2591
2.079	0.3555	0.2607
2.089	0.3578	0.2624
2.099	0.3600	0.2640

It is agreed that this fuel subsidy extends beyond the above rates shown as per the mathematical formula used.

SCHEDULE "A" – FEES

Name: \_\_\_\_\_ Route # \_\_\_\_\_

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

This is based on:

**January 1, 2014**

Core Zone \_\_\_\_\_ (To be determined by route)

Daily Minimum - \$225.18

Stop: \$1.319

Delivered or picked up Pieces per Day: \$0.219

Quality payment: \$49.43

Quality payment is based on...

Load Vehicle vs. Delivery	98% or greater	= \$16.476
	95% - 98%	= \$5.10
Pick Ups	100%	= \$16.476
Time Definite Products	100%	= \$16.476

**January 1, 2015**

Core Zone \_\_\_\_\_ (To be determined by route)

Daily Minimum:\$229.68

Stop: \$1.345

Delivered or picked up Pieces per Day: \$ 0.224

Quality payment: \$50.42

Quality payment is based on...

Load Vehicle vs. Delivery	98% or greater	= \$16.806
	95% - 98%	= \$5.227
Pick Ups	100%	= \$16.806
Time Definite Products	100%	= \$16.806

**January 1, 2016**

Core Zone \_\_\_\_\_ (To be determined by route)

Daily Minimum:\$235.99

Stop: \$1.382

Delivered or picked up Pieces per Day: \$0.230

Quality payment: \$51.81

Quality payment is based on...

Load Vehicle vs. Delivery	98% or greater	= \$17.87
	95% - 98%	= \$5.397
Pick Ups	100%	= \$17.87
Time Definite Products	100%	= \$17.87

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

Owner Operators will be expected to make every effort to perform time definite deliveries where such deliveries will not affect service to other customers on their route. If it is determined that the Owner Operator cannot perform said delivery within the service requirements, they will be required to advise the appropriate Manager/Supervisor that alternate arrangements will need to be made for said deliveries.

Owner Operators shall receive \$ 23.08 (2014); \$23.54 (2015); \$24.19 (2016) per hour 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.

Owner Operators understand that the Company will ask for special arrangements to avoid losing money on large distributions and, if not successful on negotiating special arrangements on repeat large distributions, the Company will either:

- (i) Reroute to another route, or
- (ii) Evaluate purging the customer.

The Owner Operator shall receive the greater of, \$2,000.00 dollars on a bi-weekly basis for the performance of the services, or their current guarantee, (whichever is greater), in respect to Route # \_\_\_\_\_ in the Province of Ontario. The bi-weekly minimum will be pro-rated based on the number of working days in the bi-weekly period. The minimum will be based on a five (5) day work week.

All applicable scannable barcodes must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

Owner Operators to be advised of any invoice changes within forty-eight (48) hours in writing by way of corrected invoice.

DHL shall be entitled to deduct from the fees owing to the Owner Operator at any time, in addition to any amounts DHL may elect to set off and deduct pursuant to this Agreement, the following expenses:

- (a) A vehicle rental charge of \$ \_\_\_\_\_ per \_\_\_\_\_.
- (b) Short term vehicle insurance \$ \_\_\_\_\_ per \_\_\_\_\_.
- (c) Vehicle licenses of \$ \_\_\_\_\_ per \_\_\_\_\_.
- (d) Road side assistance \$ \_\_\_\_\_ per \_\_\_\_\_.

Note:

Delete and initial any provisions which do not apply.

Acknowledgement of Fee Schedule:

Owner Operator \_\_\_\_\_ Date \_\_\_\_\_

DHL Express (Canada), Ltd. \_\_\_\_\_ Date \_\_\_\_\_

Local Chair \_\_\_\_\_ Date \_\_\_\_\_

### HEAVY EQUIPMENT CITY FORMULA

The Owner Operator shall be paid for the performance of services during the term, subject to early termination as per the Business Agreement, as follows:

Stop rate \_\_\_\_\_ per stop Pin Switches

Waybill Rate \_\_\_\_\_ per waybill Shunts  
(up to 100 waybills)

Call Ins \_\_\_\_\_ Trailer Drops

Subsidy (if applicable) \_\_\_\_\_

All applicable scannable barcodes must be scanned, as per Company policy, in order to receive compensation outlined above. In the event of a malfunction of the handheld scanning unit, there will be no reduction in aforementioned compensation, except when the malfunction prevents a delivery scan and the Owner Operator fails to get the waybill (or sub-waybill) signed, timed and dated for receipt of shipment.

For specials listed below, the Owner Operator will be paid at the agreed upon rate:

Customer	Address	To	Rate
1.			
2.			
3.			

The Owner Operator and Heavy Equipment Operator shall receive a minimum of \$225.18 effective January 1, 2014; \$229.68 effective January 1, 2015; \$235.99 effective January 1, 2016 on a daily basis for the performance of the services in respect to Route # \_\_\_\_\_ in the Province of Ontario. The minimum shall align with Owner Operator minimums as described in "Schedule A – Fees."

DHL shall be entitled to deduct from the fees owing to the Owner Operator at any time, in addition to any amounts DHL may elect to set off and deduct pursuant to this Agreement, the following expenses:

- (a) A vehicle rental charge of \$ \_\_\_\_\_ per \_\_\_\_\_.
- (b) Short term vehicle insurance \$ \_\_\_\_\_ per \_\_\_\_\_.
- (c) Vehicle licenses of \$ \_\_\_\_\_ per \_\_\_\_\_.
- (d) Road side assistance \$ \_\_\_\_\_ per \_\_\_\_\_.

Maximum rate per stop, unless negotiated otherwise will be:

- (a) The stop rate plus 100 waybills will be the cap for bulk stops for all heavy equipment routes.
- (b) The Company reserves the right to establish special rates with the Owner Operators and the Local Chairperson for customers who exceed the volume established by the cap.

Owner Operators to be advised of any invoice changes within forty-eight (48) hours in writing by way of corrected invoice.

Note:

Delete and initial any provisions which do not apply.

Acknowledgement of Fee Schedule:

Owner Operator \_\_\_\_\_ Date \_\_\_\_\_

DHL Express (Canada), Ltd. \_\_\_\_\_ Date \_\_\_\_\_

Local Chair \_\_\_\_\_ Date \_\_\_\_\_



**Tables Ontario  
CZ Tables (Jan 2nd)**

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
0.05	0.101	0.103	0.106	0.05	0.211	0.215	0.221	0.05	0.320	0.327	0.336
0.1	0.198	0.202	0.207	0.1	0.308	0.314	0.323	0.1	0.417	0.426	0.437
0.15	0.291	0.297	0.305	0.15	0.401	0.409	0.420	0.15	0.511	0.521	0.536
0.2	0.381	0.389	0.400	0.2	0.491	0.500	0.514	0.2	0.601	0.613	0.630
0.25	0.468	0.478	0.491	0.25	0.577	0.589	0.605	0.25	0.687	0.701	0.721
0.3	0.552	0.563	0.578	0.3	0.661	0.674	0.693	0.3	0.771	0.787	0.808
0.35	0.632	0.645	0.663	0.35	0.743	0.757	0.778	0.35	0.853	0.870	0.894
0.4	0.711	0.725	0.745	0.4	0.821	0.838	0.861	0.4	0.931	0.950	0.976
0.45	0.787	0.803	0.825	0.45	0.898	0.916	0.941	0.45	1.008	1.028	1.056
0.5	0.862	0.879	0.903	0.5	0.971	0.990	1.018	0.5	1.081	1.103	1.133
0.55	0.933	0.952	0.978	0.55	1.043	1.064	1.094	0.55	1.154	1.177	1.209
0.6	1.004	1.024	1.052	0.6	1.114	1.136	1.167	0.6	1.223	1.247	1.282
0.65	1.072	1.093	1.124	0.65	1.182	1.206	1.239	0.65	1.291	1.317	1.353
0.7	1.138	1.161	1.193	0.7	1.248	1.273	1.308	0.7	1.358	1.385	1.423
0.75	1.204	1.228	1.261	0.75	1.313	1.339	1.376	0.75	1.423	1.451	1.491
0.8	1.267	1.292	1.328	0.8	1.376	1.403	1.442	0.8	1.486	1.516	1.558
0.85	1.328	1.355	1.392	0.85	1.438	1.467	1.507	0.85	1.548	1.579	1.623
0.9	1.389	1.417	1.456	0.9	1.498	1.528	1.570	0.9	1.609	1.641	1.686
0.95	1.447	1.476	1.517	0.95	1.558	1.589	1.632	0.95	1.668	1.701	1.748
1	1.506	1.536	1.578	1	1.616	1.648	1.693	1	1.725	1.759	1.808
1.05	1.563	1.594	1.638	1.05	1.672	1.705	1.752	1.05	1.782	1.818	1.868
1.1	1.618	1.650	1.695	1.1	1.728	1.762	1.811	1.1	1.837	1.874	1.925
1.15	1.672	1.705	1.752	1.15	1.782	1.818	1.868	1.15	1.892	1.930	1.983
1.2	1.725	1.759	1.808	1.2	1.835	1.872	1.923	1.2	1.945	1.984	2.039
1.25	1.778	1.813	1.863	1.25	1.887	1.925	1.978	1.25	1.997	2.037	2.093
1.3	1.829	1.865	1.917	1.3	1.938	1.977	2.031	1.3	2.048	2.089	2.147
1.35	1.879	1.916	1.969	1.35	1.989	2.029	2.085	1.35	2.098	2.140	2.199
1.4	1.929	1.967	2.021	1.4	2.038	2.079	2.136	1.4	2.148	2.191	2.251
1.45	1.977	2.016	2.072	1.45	2.087	2.129	2.187	1.45	2.197	2.241	2.303
1.5	2.025	2.065	2.122	1.5	2.135	2.178	2.237	1.5	2.244	2.289	2.352
1.55	2.072	2.113	2.171	1.55	2.182	2.225	2.287	1.55	2.291	2.337	2.401
1.6	2.118	2.160	2.219	1.6	2.228	2.272	2.335	1.6	2.337	2.384	2.449



Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
1.65	2.163	2.207	2.267	1.65	2.273	2.318	2.382	1.65	2.383	2.430	2.497
1.7	2.207	2.251	2.313	1.7	2.317	2.364	2.429	1.7	2.428	2.476	2.544
1.75	2.251	2.296	2.359	1.75	2.361	2.409	2.475	1.75	2.471	2.521	2.590
1.8	2.295	2.341	2.405	1.8	2.405	2.453	2.521	1.8	2.514	2.565	2.635
1.85	2.338	2.385	2.450	1.85	2.447	2.496	2.565	1.85	2.557	2.608	2.680
1.9	2.380	2.427	2.494	1.9	2.490	2.540	2.609	1.9	2.599	2.651	2.724
1.95	2.420	2.469	2.537	1.95	2.531	2.581	2.652	1.95	2.641	2.694	2.768
2	2.461	2.510	2.580	2	2.571	2.623	2.695	2	2.682	2.735	2.810
2.05	2.502	2.552	2.622	2.05	2.612	2.664	2.738	2.05	2.721	2.776	2.852
2.1	2.542	2.593	2.664	2.1	2.651	2.704	2.778	2.1	2.761	2.816	2.894
2.15	2.581	2.632	2.705	2.15	2.691	2.745	2.820	2.15	2.801	2.857	2.936
2.2	2.619	2.672	2.745	2.2	2.730	2.784	2.861	2.2	2.839	2.895	2.975
2.25	2.657	2.710	2.785	2.25	2.767	2.823	2.900	2.25	2.877	2.935	3.016
2.3	2.695	2.749	2.824	2.3	2.805	2.861	2.940	2.3	2.915	2.973	3.055
2.35	2.733	2.787	2.864	2.35	2.842	2.899	2.978	2.35	2.952	3.011	3.094
2.4	2.769	2.825	2.902	2.4	2.878	2.936	3.017	2.4	2.989	3.048	3.132
2.45	2.805	2.861	2.940	2.45	2.915	2.973	3.055	2.45	3.024	3.085	3.170
2.5	2.841	2.898	2.977	2.5	2.951	3.010	3.093	2.5	3.060	3.121	3.207
2.55	2.876	2.934	3.015	2.55	2.986	3.045	3.129	2.55	3.096	3.158	3.244
2.6	2.911	2.969	3.051	2.6	3.021	3.082	3.166	2.6	3.130	3.193	3.281
2.65	2.946	3.005	3.087	2.65	3.055	3.116	3.202	2.65	3.165	3.228	3.317
2.7	2.979	3.039	3.123	2.7	3.090	3.151	3.238	2.7	3.200	3.264	3.353
2.75	3.013	3.073	3.158	2.75	3.123	3.186	3.273	2.75	3.233	3.298	3.389
2.8	3.047	3.108	3.193	2.8	3.157	3.220	3.309	2.8	3.266	3.331	3.423
2.85	3.079	3.141	3.227	2.85	3.190	3.253	3.343	2.85	3.300	3.366	3.458
2.9	3.112	3.174	3.262	2.9	3.222	3.287	3.377	2.9	3.331	3.398	3.491
2.95	3.145	3.208	3.296	2.95	3.254	3.319	3.410	2.95	3.364	3.431	3.526
3	3.176	3.240	3.329	3	3.286	3.352	3.444	3	3.396	3.463	3.559
3.05	3.208	3.272	3.362	3.05	3.318	3.384	3.477	3.05	3.427	3.496	3.592
3.1	3.240	3.304	3.395	3.1	3.349	3.416	3.510	3.1	3.459	3.528	3.625
3.15	3.270	3.336	3.427	3.15	3.379	3.447	3.542	3.15	3.489	3.559	3.657
3.2	3.301	3.367	3.459	3.2	3.410	3.478	3.574	3.2	3.520	3.590	3.689
3.25	3.330	3.397	3.490	3.25	3.440	3.509	3.606	3.25	3.551	3.622	3.721
3.3	3.361	3.428	3.522	3.3	3.471	3.540	3.638	3.3	3.580	3.652	3.752

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
3.35	3.390	3.458	3.553	3.35	3.501	3.571	3.669	3.35	3.610	3.682	3.783
3.4	3.420	3.488	3.584	3.4	3.529	3.600	3.699	3.4	3.639	3.712	3.814
3.45	3.449	3.518	3.614	3.45	3.559	3.630	3.730	3.45	3.669	3.742	3.845
3.5	3.478	3.548	3.645	3.5	3.587	3.659	3.760	3.5	3.698	3.771	3.875
3.55	3.507	3.577	3.675	3.55	3.616	3.688	3.790	3.55	3.726	3.801	3.905
3.6	3.534	3.605	3.704	3.6	3.644	3.717	3.820	3.6	3.755	3.830	3.935
3.65	3.563	3.634	3.734	3.65	3.673	3.746	3.850	3.65	3.782	3.858	3.964
3.7	3.590	3.662	3.763	3.7	3.701	3.775	3.878	3.7	3.810	3.886	3.993
3.75	3.618	3.690	3.792	3.75	3.728	3.803	3.907	3.75	3.837	3.914	4.022
3.8	3.645	3.718	3.821	3.8	3.755	3.830	3.935	3.8	3.865	3.942	4.050
3.85	3.672	3.745	3.848	3.85	3.782	3.858	3.964	3.85	3.892	3.970	4.079
3.9	3.700	3.774	3.877	3.9	3.809	3.885	3.992	3.9	3.919	3.997	4.107
3.95	3.726	3.801	3.905	3.95	3.835	3.912	4.019	3.95	3.945	4.024	4.135
4	3.753	3.828	3.933	4	3.862	3.939	4.047	4	3.972	4.051	4.163
4.05	3.778	3.854	3.960	4.05	3.888	3.966	4.075	4.05	3.997	4.077	4.189
4.1	3.805	3.881	3.987	4.1	3.914	3.992	4.102	4.1	4.024	4.104	4.217
4.15	3.830	3.907	4.014	4.15	3.939	4.018	4.129	4.15	4.049	4.130	4.244
4.2	3.856	3.933	4.041	4.2	3.965	4.044	4.155	4.2	4.075	4.156	4.271
4.25	3.880	3.958	4.067	4.25	3.990	4.070	4.182	4.25	4.100	4.182	4.297
4.3	3.906	3.984	4.093	4.3	4.016	4.096	4.209	4.3	4.125	4.207	4.323
4.35	3.930	4.009	4.119	4.35	4.040	4.121	4.234	4.35	4.150	4.233	4.350
4.4	3.956	4.035	4.146	4.4	4.065	4.146	4.260	4.4	4.175	4.258	4.375
4.45	3.980	4.060	4.171	4.45	4.089	4.171	4.286	4.45	4.199	4.283	4.401
4.5	4.004	4.084	4.196	4.5	4.114	4.196	4.311	4.5	4.224	4.308	4.427
4.55	4.028	4.109	4.222	4.55	4.138	4.221	4.337	4.55	4.247	4.332	4.451
4.6	4.052	4.134	4.247	4.6	4.162	4.245	4.362	4.6	4.272	4.357	4.477
4.65	4.076	4.157	4.272	4.65	4.186	4.270	4.387	4.65	4.295	4.381	4.502
4.7	4.099	4.181	4.296	4.7	4.210	4.294	4.412	4.7	4.319	4.405	4.526
4.75	4.123	4.205	4.321	4.75	4.233	4.318	4.436	4.75	4.342	4.429	4.551
4.8	4.146	4.229	4.346	4.8	4.255	4.341	4.460	4.8	4.366	4.453	4.575
4.85	4.169	4.252	4.369	4.85	4.279	4.364	4.485	4.85	4.389	4.477	4.600
4.9	4.192	4.276	4.394	4.9	4.301	4.387	4.508	4.9	4.412	4.500	4.623
4.95	4.215	4.299	4.417	4.95	4.325	4.411	4.533	4.95	4.434	4.523	4.647
5	4.237	4.322	4.441	5	4.347	4.434	4.556	5	4.456	4.546	4.671

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
5.05	4.260	4.345	4.464	5.05	4.370	4.457	4.580	5.05	4.479	4.568	4.694
5.1	4.282	4.368	4.488	5.1	4.391	4.479	4.602	5.1	4.501	4.591	4.718
5.15	4.303	4.389	4.510	5.15	4.414	4.502	4.626	5.15	4.524	4.614	4.741
5.2	4.326	4.412	4.534	5.2	4.436	4.525	4.649	5.2	4.545	4.636	4.764
5.25	4.347	4.434	4.556	5.25	4.457	4.547	4.672	5.25	4.568	4.659	4.787
5.3	4.369	4.456	4.579	5.3	4.479	4.568	4.694	5.3	4.589	4.681	4.809
5.35	4.391	4.479	4.602	5.35	4.500	4.590	4.716	5.35	4.610	4.703	4.832
5.4	4.412	4.500	4.623	5.4	4.522	4.612	4.739	5.4	4.632	4.724	4.854
5.45	4.433	4.522	4.646	5.45	4.543	4.634	4.761	5.45	4.653	4.746	4.877
5.5	4.454	4.543	4.668	5.5	4.565	4.656	4.784	5.5	4.674	4.767	4.898
5.55	4.475	4.564	4.690	5.55	4.585	4.677	4.805	5.55	4.695	4.789	4.921
5.6	4.496	4.586	4.712	5.6	4.605	4.697	4.827	5.6	4.715	4.810	4.942
5.65	4.517	4.607	4.734	5.65	4.627	4.719	4.849	5.65	4.736	4.831	4.963
5.7	4.537	4.628	4.755	5.7	4.647	4.740	4.870	5.7	4.757	4.852	4.986
5.75	4.557	4.649	4.776	5.75	4.668	4.761	4.892	5.75	4.778	4.873	5.007
5.8	4.578	4.669	4.798	5.8	4.688	4.782	4.913	5.8	4.797	4.893	5.028
5.85	4.598	4.690	4.819	5.85	4.707	4.801	4.933	5.85	4.817	4.914	5.049
5.9	4.618	4.710	4.839	5.9	4.728	4.822	4.955	5.9	4.838	4.935	5.070
5.95	4.638	4.731	4.861	5.95	4.748	4.843	4.976	5.95	4.857	4.954	5.091
6	4.657	4.750	4.881	6	4.767	4.863	4.997	6	4.878	4.975	5.112
6.05	4.678	4.771	4.902	6.05	4.787	4.883	5.017	6.05	4.897	4.995	5.132
6.1	4.697	4.791	4.923	6.1	4.806	4.902	5.037	6.1	4.916	5.015	5.153
6.15	4.716	4.811	4.943	6.15	4.826	4.922	5.057	6.15	4.936	5.034	5.173
6.2	4.736	4.831	4.963	6.2	4.845	4.942	5.078	6.2	4.955	5.054	5.193
6.25	4.755	4.850	4.984	6.25	4.864	4.962	5.098	6.25	4.975	5.074	5.214
6.3	4.774	4.869	5.003	6.3	4.884	4.981	5.118	6.3	4.994	5.094	5.234
6.35	4.793	4.889	5.023	6.35	4.903	5.001	5.139	6.35	5.012	5.113	5.253
6.4	4.811	4.908	5.043	6.4	4.922	5.020	5.158	6.4	5.032	5.132	5.273
6.45	4.831	4.927	5.063	6.45	4.940	5.039	5.177	6.45	5.050	5.151	5.293
6.5	4.849	4.946	5.082	6.5	4.959	5.058	5.198	6.5	5.068	5.170	5.312
6.55	4.867	4.965	5.101	6.55	4.978	5.077	5.217	6.55	5.088	5.190	5.332
6.6	4.886	4.984	5.121	6.6	4.996	5.096	5.236	6.6	5.106	5.208	5.351
6.65	4.904	5.002	5.140	6.65	5.014	5.115	5.255	6.65	5.124	5.227	5.371
6.7	4.923	5.021	5.159	6.7	5.033	5.133	5.275	6.7	5.142	5.245	5.389

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
6.75	4.941	5.040	5.178	6.75	5.051	5.152	5.294	6.75	5.160	5.263	5.408
6.8	4.959	5.058	5.198	6.8	5.068	5.170	5.312	6.8	5.179	5.282	5.427
6.85	4.977	5.076	5.216	6.85	5.087	5.188	5.331	6.85	5.196	5.300	5.446
6.9	4.995	5.095	5.235	6.9	5.104	5.206	5.349	6.9	5.214	5.319	5.465
6.95	5.012	5.113	5.253	6.95	5.122	5.225	5.369	6.95	5.232	5.336	5.483
7	5.030	5.130	5.271	7	5.140	5.243	5.387	7	5.250	5.355	5.502
7.05	5.047	5.148	5.289	7.05	5.157	5.260	5.405	7.05	5.267	5.373	5.520
7.1	5.065	5.167	5.309	7.1	5.174	5.278	5.423	7.1	5.285	5.390	5.539
7.15	5.083	5.184	5.327	7.15	5.192	5.296	5.441	7.15	5.302	5.408	5.557
7.2	5.100	5.202	5.345	7.2	5.209	5.313	5.459	7.2	5.319	5.426	5.575
7.25	5.116	5.219	5.362	7.25	5.226	5.331	5.478	7.25	5.337	5.443	5.593
7.3	5.134	5.236	5.380	7.3	5.244	5.349	5.496	7.3	5.354	5.461	5.611
7.35	5.151	5.254	5.399	7.35	5.261	5.366	5.514	7.35	5.370	5.478	5.628
7.4	5.167	5.271	5.416	7.4	5.277	5.383	5.531	7.4	5.388	5.495	5.647
7.45	5.185	5.288	5.434	7.45	5.295	5.401	5.549	7.45	5.404	5.512	5.664
7.5	5.201	5.305	5.451	7.5	5.311	5.417	5.566	7.5	5.421	5.530	5.682
7.55	5.218	5.323	5.469	7.55	5.327	5.434	5.583	7.55	5.438	5.546	5.699
7.6	5.235	5.339	5.486	7.6	5.345	5.452	5.602	7.6	5.454	5.563	5.716
7.65	5.251	5.356	5.503	7.65	5.361	5.468	5.619	7.65	5.471	5.581	5.734
7.7	5.267	5.373	5.520	7.7	5.377	5.485	5.636	7.7	5.488	5.597	5.751
7.75	5.284	5.389	5.537	7.75	5.394	5.502	5.653	7.75	5.504	5.614	5.768
7.8	5.300	5.406	5.555	7.8	5.410	5.518	5.670	7.8	5.520	5.631	5.785
7.85	5.316	5.423	5.572	7.85	5.426	5.535	5.687	7.85	5.536	5.646	5.802
7.9	5.333	5.439	5.589	7.9	5.443	5.552	5.704	7.9	5.552	5.663	5.819
7.95	5.349	5.456	5.606	7.95	5.458	5.567	5.720	7.95	5.568	5.680	5.836
8	5.364	5.471	5.622	8	5.474	5.584	5.737	8	5.585	5.696	5.853
8.05	5.381	5.488	5.639	8.05	5.491	5.600	5.754	8.05	5.600	5.712	5.869
8.1	5.396	5.504	5.655	8.1	5.506	5.616	5.771	8.1	5.616	5.728	5.886
8.15	5.412	5.520	5.672	8.15	5.521	5.632	5.787	8.15	5.631	5.744	5.902
8.2	5.427	5.536	5.688	8.2	5.538	5.648	5.804	8.2	5.648	5.761	5.919
8.25	5.443	5.552	5.704	8.25	5.553	5.664	5.820	8.25	5.663	5.776	5.935
8.3	5.459	5.568	5.721	8.3	5.568	5.680	5.836	8.3	5.678	5.792	5.951
8.35	5.474	5.584	5.737	8.35	5.583	5.695	5.852	8.35	5.694	5.808	5.967
8.4	5.490	5.599	5.753	8.4	5.600	5.712	5.869	8.4	5.709	5.823	5.983

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
8.45	5.505	5.615	5.769	8.45	5.615	5.727	5.885	8.45	5.724	5.839	5.999
8.5	5.520	5.631	5.785	8.5	5.630	5.743	5.901	8.5	5.740	5.854	6.015
8.55	5.536	5.646	5.802	8.55	5.645	5.758	5.916	8.55	5.755	5.870	6.031
8.6	5.550	5.661	5.816	8.6	5.660	5.773	5.932	8.6	5.770	5.886	6.047
8.65	5.565	5.676	5.833	8.65	5.675	5.789	5.948	8.65	5.785	5.901	6.063
8.7	5.580	5.692	5.849	8.7	5.691	5.804	5.964	8.7	5.800	5.916	6.078
8.75	5.596	5.708	5.865	8.75	5.705	5.819	5.979	8.75	5.815	5.931	6.094
8.8	5.610	5.722	5.880	8.8	5.720	5.835	5.995	8.8	5.829	5.946	6.109
8.85	5.625	5.738	5.896	8.85	5.734	5.849	6.010	8.85	5.845	5.961	6.125
8.9	5.640	5.752	5.911	8.9	5.750	5.865	6.026	8.9	5.859	5.976	6.140
8.95	5.654	5.767	5.926	8.95	5.764	5.879	6.041	8.95	5.874	5.992	6.156
9	5.669	5.783	5.942	9	5.778	5.894	6.056	9	5.888	6.006	6.171
9.05	5.683	5.797	5.957	9.05	5.794	5.909	6.072	9.05	5.903	6.021	6.186
9.1	5.698	5.812	5.971	9.1	5.808	5.924	6.087	9.1	5.917	6.035	6.201
9.15	5.712	5.826	5.986	9.15	5.822	5.939	6.102	9.15	5.932	6.051	6.217
9.2	5.726	5.841	6.001	9.2	5.836	5.953	6.117	9.2	5.947	6.066	6.232
9.25	5.741	5.855	6.016	9.25	5.851	5.968	6.132	9.25	5.961	6.080	6.247
9.3	5.755	5.870	6.031	9.3	5.865	5.982	6.147	9.3	5.975	6.095	6.262
9.35	5.769	5.885	6.046	9.35	5.879	5.997	6.162	9.35	5.988	6.108	6.276
9.4	5.783	5.899	6.061	9.4	5.894	6.011	6.177	9.4	6.003	6.123	6.291
9.45	5.798	5.914	6.076	9.45	5.907	6.025	6.191	9.45	6.017	6.137	6.306
9.5	5.811	5.927	6.090	9.5	5.921	6.040	6.206	9.5	6.031	6.152	6.321
9.55	5.825	5.942	6.105	9.55	5.935	6.054	6.221	9.55	6.045	6.165	6.335
9.6	5.840	5.956	6.120	9.6	5.949	6.068	6.234	9.6	6.059	6.180	6.350
9.65	5.853	5.970	6.134	9.65	5.963	6.082	6.249	9.65	6.073	6.195	6.365
9.7	5.867	5.984	6.149	9.7	5.976	6.096	6.263	9.7	6.086	6.208	6.379
9.75	5.880	5.998	6.163	9.75	5.990	6.110	6.278	9.75	6.101	6.223	6.394
9.8	5.895	6.012	6.178	9.8	6.004	6.124	6.292	9.8	6.114	6.236	6.408
9.85	5.908	6.026	6.192	9.85	6.018	6.138	6.307	9.85	6.127	6.250	6.422
9.9	5.921	6.040	6.206	9.9	6.031	6.152	6.321	9.9	6.141	6.264	6.437
9.95	5.934	6.053	6.220	9.95	6.045	6.165	6.335	9.95	6.155	6.278	6.450
10	5.949	6.068	6.234	10	6.058	6.179	6.349	10	6.168	6.291	6.464
10.05	5.962	6.081	6.248	10.05	6.072	6.194	6.364	10.05	6.181	6.305	6.478
10.1	5.975	6.095	6.262	10.1	6.085	6.207	6.378	10.1	6.194	6.318	6.492

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
10.15	5.988	6.108	6.276	10.15	6.099	6.221	6.392	10.15	6.208	6.332	6.506
10.2	6.002	6.122	6.290	10.2	6.112	6.234	6.406	10.2	6.221	6.345	6.520
10.25	6.015	6.135	6.304	10.25	6.125	6.248	6.419	10.25	6.234	6.359	6.534
10.3	6.028	6.149	6.318	10.3	6.137	6.260	6.432	10.3	6.248	6.372	6.548
10.35	6.041	6.162	6.332	10.35	6.151	6.274	6.446	10.35	6.261	6.386	6.562
10.4	6.054	6.175	6.345	10.4	6.164	6.287	6.460	10.4	6.274	6.400	6.575
10.45	6.067	6.188	6.358	10.45	6.177	6.301	6.474	10.45	6.286	6.412	6.588
10.5	6.080	6.202	6.372	10.5	6.190	6.314	6.488	10.5	6.300	6.426	6.602
10.55	6.092	6.214	6.385	10.55	6.203	6.327	6.501	10.55	6.313	6.439	6.616
10.6	6.106	6.228	6.399	10.6	6.216	6.340	6.515	10.6	6.325	6.452	6.629
10.65	6.119	6.241	6.413	10.65	6.228	6.353	6.527	10.65	6.338	6.465	6.643
10.7	6.131	6.254	6.426	10.7	6.241	6.366	6.541	10.7	6.352	6.479	6.657
10.75	6.144	6.267	6.440	10.75	6.254	6.379	6.554	10.75	6.364	6.491	6.670
10.8	6.157	6.280	6.453	10.8	6.267	6.392	6.568	10.8	6.376	6.504	6.682
10.85	6.169	6.292	6.465	10.85	6.279	6.405	6.581	10.85	6.389	6.517	6.696
10.9	6.182	6.306	6.479	10.9	6.291	6.417	6.594	10.9	6.402	6.530	6.709
10.95	6.194	6.318	6.492	10.95	6.305	6.431	6.608	10.95	6.414	6.542	6.722
11	6.207	6.331	6.505	11	6.317	6.443	6.620	11	6.427	6.556	6.736
11.05	6.219	6.343	6.518	11.05	6.329	6.456	6.633	11.05	6.439	6.568	6.749
11.1	6.232	6.357	6.532	11.1	6.341	6.468	6.646	11.1	6.452	6.581	6.761
11.15	6.244	6.369	6.544	11.15	6.354	6.481	6.659	11.15	6.464	6.593	6.774
11.2	6.257	6.382	6.557	11.2	6.367	6.494	6.673	11.2	6.476	6.605	6.787
11.25	6.269	6.394	6.570	11.25	6.379	6.507	6.686	11.25	6.488	6.618	6.800
11.3	6.281	6.407	6.583	11.3	6.391	6.519	6.698	11.3	6.500	6.630	6.813
11.35	6.293	6.419	6.596	11.35	6.403	6.531	6.710	11.35	6.513	6.643	6.826
11.4	6.306	6.432	6.609	11.4	6.415	6.543	6.723	11.4	6.525	6.655	6.838
11.45	6.318	6.444	6.621	11.45	6.427	6.556	6.736	11.45	6.537	6.668	6.851
11.5	6.329	6.456	6.633	11.5	6.439	6.568	6.749	11.5	6.549	6.680	6.864
11.55	6.341	6.468	6.646	11.55	6.452	6.581	6.761	11.55	6.562	6.693	6.877
11.6	6.354	6.481	6.659	11.6	6.464	6.593	6.774	11.6	6.573	6.704	6.889
11.65	6.366	6.493	6.672	11.65	6.475	6.604	6.786	11.65	6.585	6.717	6.902
11.7	6.377	6.505	6.683	11.7	6.487	6.617	6.799	11.7	6.597	6.729	6.914
11.75	6.389	6.517	6.696	11.75	6.499	6.629	6.812	11.75	6.609	6.741	6.926
11.8	6.402	6.530	6.709	11.8	6.511	6.641	6.823	11.8	6.621	6.753	6.939

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
11.85	6.413	6.541	6.721	11.85	6.523	6.653	6.836	11.85	6.632	6.765	6.951
11.9	6.425	6.553	6.734	11.9	6.534	6.665	6.848	11.9	6.644	6.777	6.964
11.95	6.436	6.565	6.745	11.95	6.546	6.677	6.861	11.95	6.656	6.789	6.975
12	6.447	6.576	6.757	12	6.558	6.689	6.873	12	6.668	6.801	6.988
12.05	6.460	6.589	6.770	12.05	6.570	6.701	6.885	12.05	6.679	6.813	7.000
12.1	6.471	6.600	6.782	12.1	6.581	6.713	6.897	12.1	6.691	6.825	7.013
12.15	6.483	6.613	6.795	12.15	6.592	6.724	6.909	12.15	6.702	6.836	7.024
12.2	6.494	6.624	6.806	12.2	6.605	6.737	6.922	12.2	6.714	6.848	7.036
12.25	6.506	6.636	6.818	12.25	6.616	6.748	6.934	12.25	6.726	6.860	7.049
12.3	6.517	6.647	6.830	12.3	6.627	6.759	6.945	12.3	6.737	6.872	7.061
12.35	6.529	6.660	6.843	12.35	6.638	6.771	6.957	12.35	6.748	6.883	7.073
12.4	6.540	6.671	6.854	12.4	6.649	6.782	6.969	12.4	6.760	6.895	7.084
12.45	6.551	6.682	6.866	12.45	6.661	6.794	6.981	12.45	6.771	6.906	7.096
12.5	6.563	6.694	6.878	12.5	6.673	6.806	6.993	12.5	6.782	6.918	7.108
12.55	6.574	6.705	6.890	12.55	6.684	6.818	7.005	12.55	6.793	6.929	7.120
12.6	6.585	6.717	6.902	12.6	6.695	6.829	7.017	12.6	6.804	6.941	7.131
12.65	6.596	6.728	6.913	12.65	6.707	6.841	7.029	12.65	6.816	6.952	7.143
12.7	6.608	6.740	6.925	12.7	6.718	6.852	7.041	12.7	6.827	6.963	7.155
12.75	6.619	6.751	6.937	12.75	6.728	6.862	7.051	12.75	6.838	6.975	7.167
12.8	6.630	6.763	6.949	12.8	6.739	6.874	7.063	12.8	6.849	6.986	7.178
12.85	6.640	6.773	6.959	12.85	6.750	6.885	7.075	12.85	6.861	6.998	7.190
12.9	6.651	6.784	6.971	12.9	6.762	6.897	7.086	12.9	6.872	7.009	7.202
12.95	6.663	6.796	6.983	12.95	6.773	6.908	7.098	12.95	6.882	7.020	7.213
13	6.674	6.807	6.995	13	6.783	6.919	7.109	13	6.893	7.031	7.224
13.05	6.684	6.818	7.005	13.05	6.794	6.930	7.121	13.05	6.904	7.042	7.236
13.1	6.695	6.829	7.017	13.1	6.805	6.942	7.132	13.1	6.916	7.054	7.248
13.15	6.707	6.841	7.029	13.15	6.816	6.952	7.143	13.15	6.926	7.064	7.259
13.2	6.717	6.851	7.039	13.2	6.827	6.963	7.155	13.2	6.937	7.076	7.270
13.25	6.728	6.862	7.051	13.25	6.838	6.975	7.167	13.25	6.947	7.086	7.281
13.3	6.739	6.874	7.063	13.3	6.848	6.985	7.177	13.3	6.958	7.098	7.293
13.35	6.749	6.884	7.074	13.35	6.860	6.997	7.189	13.35	6.969	7.108	7.303
13.4	6.761	6.896	7.085	13.4	6.870	7.007	7.200	13.4	6.980	7.119	7.315
13.45	6.771	6.906	7.096	13.45	6.881	7.019	7.212	13.45	6.990	7.130	7.326
13.5	6.781	6.917	7.107	13.5	6.891	7.029	7.222	13.5	7.001	7.141	7.338

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
13.55	6.792	6.928	7.119	13.55	6.901	7.039	7.233	13.55	7.011	7.152	7.348
13.6	6.802	6.938	7.129	13.6	6.913	7.051	7.245	13.6	7.023	7.163	7.360
13.65	6.813	6.949	7.140	13.65	6.923	7.061	7.255	13.65	7.033	7.174	7.371
13.7	6.824	6.960	7.152	13.7	6.933	7.072	7.266	13.7	7.043	7.184	7.382
13.75	6.834	6.971	7.162	13.75	6.944	7.083	7.278	13.75	7.053	7.194	7.392
13.8	6.844	6.981	7.173	13.8	6.954	7.093	7.289	13.8	7.065	7.206	7.404
13.85	6.854	6.991	7.184	13.85	6.965	7.104	7.299	13.85	7.075	7.216	7.415
13.9	6.866	7.003	7.196	13.9	6.975	7.114	7.310	13.9	7.085	7.227	7.425
13.95	6.876	7.013	7.206	13.95	6.986	7.126	7.322	13.95	7.095	7.237	7.436
14	6.886	7.024	7.217	14	6.996	7.136	7.332	14	7.105	7.247	7.447
14.05	6.896	7.034	7.228	14.05	7.006	7.147	7.343	14.05	7.116	7.258	7.457
14.1	6.906	7.045	7.238	14.1	7.017	7.157	7.354	14.1	7.127	7.269	7.469
14.15	6.917	7.055	7.249	14.15	7.027	7.167	7.364	14.15	7.137	7.280	7.480
14.2	6.927	7.065	7.260	14.2	7.037	7.178	7.375	14.2	7.147	7.290	7.491
14.25	6.937	7.076	7.270	14.25	7.047	7.188	7.386	14.25	7.157	7.300	7.501
14.3	6.947	7.086	7.281	14.3	7.057	7.199	7.396	14.3	7.167	7.310	7.511
14.35	6.957	7.097	7.292	14.35	7.068	7.209	7.407	14.35	7.177	7.320	7.522
14.4	6.968	7.107	7.302	14.4	7.078	7.219	7.418	14.4	7.187	7.331	7.532
14.45	6.978	7.117	7.313	14.45	7.088	7.230	7.429	14.45	7.197	7.341	7.543
14.5	6.988	7.128	7.324	14.5	7.097	7.239	7.438	14.5	7.207	7.351	7.554
14.55	6.997	7.137	7.333	14.55	7.107	7.250	7.449	14.55	7.218	7.362	7.564
14.6	7.007	7.148	7.344	14.6	7.118	7.260	7.460	14.6	7.228	7.372	7.575
14.65	7.018	7.158	7.355	14.65	7.128	7.270	7.470	14.65	7.237	7.382	7.585
14.7	7.028	7.168	7.365	14.7	7.137	7.280	7.480	14.7	7.247	7.392	7.595
14.75	7.038	7.179	7.376	14.75	7.147	7.290	7.491	14.75	7.257	7.402	7.606
14.8	7.047	7.188	7.386	14.8	7.157	7.300	7.501	14.8	7.268	7.413	7.617
14.85	7.057	7.199	7.396	14.85	7.168	7.311	7.512	14.85	7.277	7.422	7.626
14.9	7.067	7.208	7.406	14.9	7.177	7.320	7.522	14.9	7.287	7.433	7.637
14.95	7.077	7.218	7.417	14.95	7.187	7.331	7.532	14.95	7.296	7.442	7.647
15	7.087	7.229	7.427	15	7.196	7.340	7.542	15	7.306	7.452	7.657
15.05	7.096	7.238	7.437	15.05	7.206	7.350	7.553	15.05	7.316	7.463	7.668
15.1	7.106	7.248	7.448	15.1	7.215	7.360	7.562	15.1	7.326	7.472	7.678
15.15	7.116	7.258	7.457	15.15	7.226	7.370	7.573	15.15	7.336	7.483	7.688
15.2	7.126	7.268	7.468	15.2	7.235	7.380	7.582	15.2	7.345	7.492	7.698



Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
15.25	7.135	7.278	7.478	15.25	7.245	7.390	7.593	15.25	7.355	7.502	7.709
15.3	7.145	7.288	7.488	15.3	7.254	7.399	7.603	15.3	7.364	7.512	7.718
15.35	7.154	7.297	7.498	15.35	7.264	7.410	7.613	15.35	7.374	7.521	7.728
15.4	7.163	7.307	7.508	15.4	7.274	7.419	7.623	15.4	7.384	7.531	7.739
15.45	7.174	7.317	7.518	15.45	7.284	7.429	7.634	15.45	7.393	7.541	7.748
15.5	7.183	7.326	7.528	15.5	7.293	7.439	7.643	15.5	7.403	7.551	7.759
15.55	7.192	7.336	7.538	15.55	7.302	7.448	7.653	15.55	7.412	7.561	7.769
15.6	7.202	7.346	7.548	15.6	7.311	7.458	7.663	15.6	7.422	7.570	7.778
15.65	7.211	7.356	7.558	15.65	7.322	7.468	7.673	15.65	7.431	7.579	7.788
15.7	7.221	7.365	7.568	15.7	7.331	7.477	7.683	15.7	7.441	7.590	7.798
15.75	7.230	7.374	7.577	15.75	7.340	7.487	7.693	15.75	7.450	7.599	7.808
15.8	7.240	7.385	7.588	15.8	7.349	7.496	7.702	15.8	7.459	7.608	7.818
15.85	7.249	7.394	7.597	15.85	7.359	7.506	7.713	15.85	7.468	7.618	7.827
15.9	7.258	7.403	7.607	15.9	7.368	7.516	7.723	15.9	7.478	7.627	7.837
15.95	7.268	7.413	7.617	15.95	7.378	7.525	7.732	15.95	7.487	7.637	7.847
16	7.277	7.422	7.626	16	7.387	7.535	7.742	16	7.497	7.647	7.857
16.05	7.286	7.432	7.636	16.05	7.396	7.544	7.751	16.05	7.506	7.656	7.867
16.1	7.295	7.441	7.646	16.1	7.405	7.553	7.761	16.1	7.515	7.666	7.876
16.15	7.304	7.450	7.655	16.15	7.414	7.563	7.771	16.15	7.525	7.675	7.886
16.2	7.313	7.460	7.665	16.2	7.424	7.572	7.780	16.2	7.534	7.684	7.896
16.25	7.323	7.469	7.674	16.25	7.433	7.581	7.790	16.25	7.543	7.694	7.905
16.3	7.332	7.478	7.684	16.3	7.442	7.591	7.800	16.3	7.552	7.703	7.915
16.35	7.341	7.488	7.694	16.35	7.451	7.600	7.809	16.35	7.561	7.712	7.925
16.4	7.350	7.497	7.703	16.4	7.460	7.609	7.819	16.4	7.570	7.722	7.934
16.45	7.359	7.506	7.713	16.45	7.469	7.619	7.828	16.45	7.580	7.731	7.944
16.5	7.368	7.516	7.723	16.5	7.479	7.628	7.838	16.5	7.588	7.740	7.952
16.55	7.378	7.525	7.732	16.55	7.488	7.638	7.848	16.55	7.597	7.749	7.962
16.6	7.387	7.535	7.742	16.6	7.496	7.646	7.856	16.6	7.606	7.758	7.972
16.65	7.396	7.544	7.751	16.65	7.505	7.655	7.866	16.65	7.615	7.768	7.981
16.7	7.404	7.552	7.760	16.7	7.514	7.665	7.875	16.7	7.625	7.777	7.991
16.75	7.413	7.562	7.770	16.75	7.524	7.674	7.885	16.75	7.633	7.785	7.999
16.8	7.423	7.571	7.779	16.8	7.533	7.683	7.895	16.8	7.642	7.795	8.009
16.85	7.432	7.580	7.789	16.85	7.541	7.692	7.903	16.85	7.651	7.804	8.019
16.9	7.440	7.589	7.797	16.9	7.550	7.701	7.913	16.9	7.660	7.813	8.028

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
16.95	7.449	7.598	7.807	16.95	7.559	7.710	7.922	16.95	7.668	7.822	8.037
17	7.458	7.607	7.817	17	7.567	7.719	7.931	17	7.678	7.831	8.046
17.05	7.466	7.616	7.825	17.05	7.577	7.728	7.941	17.05	7.687	7.840	8.056
17.1	7.476	7.625	7.835	17.1	7.586	7.737	7.950	17.1	7.695	7.849	8.065
17.15	7.485	7.634	7.844	17.15	7.594	7.746	7.959	17.15	7.704	7.858	8.074
17.2	7.493	7.643	7.853	17.2	7.603	7.755	7.968	17.2	7.713	7.868	8.084
17.25	7.502	7.652	7.863	17.25	7.611	7.763	7.977	17.25	7.721	7.876	8.092
17.3	7.510	7.660	7.871	17.3	7.620	7.773	7.987	17.3	7.731	7.885	8.102
17.35	7.519	7.670	7.881	17.35	7.629	7.781	7.995	17.35	7.739	7.894	8.111
17.4	7.528	7.678	7.889	17.4	7.638	7.791	8.005	17.4	7.748	7.903	8.120
17.45	7.537	7.688	7.899	17.45	7.646	7.799	8.013	17.45	7.756	7.911	8.129
17.5	7.545	7.696	7.907	17.5	7.655	7.808	8.023	17.5	7.765	7.921	8.138
17.55	7.554	7.705	7.917	17.55	7.663	7.817	8.031	17.55	7.773	7.929	8.147
17.6	7.562	7.714	7.926	17.6	7.672	7.826	8.041	17.6	7.783	7.938	8.157
17.65	7.571	7.723	7.935	17.65	7.681	7.834	8.050	17.65	7.791	7.947	8.165
17.7	7.580	7.731	7.944	17.7	7.690	7.844	8.059	17.7	7.799	7.955	8.174
17.75	7.588	7.740	7.952	17.75	7.698	7.852	8.068	17.75	7.808	7.964	8.183
17.8	7.597	7.749	7.962	17.8	7.706	7.860	8.076	17.8	7.816	7.973	8.192
17.85	7.605	7.757	7.971	17.85	7.715	7.870	8.086	17.85	7.824	7.981	8.200
17.9	7.613	7.766	7.979	17.9	7.723	7.878	8.095	17.9	7.834	7.990	8.210
17.95	7.622	7.775	7.989	17.95	7.732	7.886	8.103	17.95	7.842	7.999	8.219
18	7.631	7.783	7.997	18	7.741	7.896	8.113	18	7.850	8.007	8.227
18.05	7.639	7.792	8.006	18.05	7.749	7.904	8.121	18.05	7.859	8.016	8.237
18.1	7.647	7.800	8.014	18.1	7.757	7.912	8.130	18.1	7.867	8.025	8.245
18.15	7.656	7.809	8.024	18.15	7.765	7.921	8.138	18.15	7.875	8.033	8.254
18.2	7.664	7.818	8.033	18.2	7.774	7.930	8.148	18.2	7.884	8.041	8.262
18.25	7.672	7.826	8.041	18.25	7.783	7.938	8.157	18.25	7.892	8.050	8.271
18.3	7.681	7.834	8.050	18.3	7.791	7.947	8.165	18.3	7.901	8.059	8.281
18.35	7.689	7.843	8.058	18.35	7.799	7.955	8.174	18.35	7.909	8.067	8.289
18.4	7.697	7.851	8.067	18.4	7.806	7.962	8.181	18.4	7.916	8.075	8.297
18.45	7.704	7.858	8.074	18.45	7.814	7.971	8.190	18.45	7.924	8.083	8.305
18.5	7.712	7.866	8.083	18.5	7.821	7.978	8.197	18.5	7.932	8.090	8.313
18.55	7.719	7.874	8.090	18.55	7.830	7.986	8.206	18.55	7.939	8.097	8.320
18.6	7.727	7.881	8.098	18.6	7.837	7.993	8.213	18.6	7.947	8.106	8.329

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
18.65	7.734	7.888	8.105	18.65	7.844	8.001	8.221	18.65	7.954	8.113	8.336
18.7	7.742	7.897	8.114	18.7	7.851	8.008	8.228	18.7	7.961	8.120	8.344
18.75	7.749	7.904	8.121	18.75	7.858	8.015	8.236	18.75	7.968	8.128	8.351
18.8	7.756	7.911	8.129	18.8	7.866	8.024	8.244	18.8	7.975	8.135	8.359
18.85	7.763	7.918	8.136	18.85	7.873	8.031	8.252	18.85	7.983	8.142	8.366
18.9	7.770	7.926	8.144	18.9	7.881	8.038	8.259	18.9	7.990	8.149	8.374
18.95	7.778	7.933	8.151	18.95	7.888	8.045	8.267	18.95	7.997	8.157	8.381
19	7.785	7.940	8.159	19	7.894	8.052	8.273	19	8.004	8.164	8.389
19.05	7.792	7.948	8.166	19.05	7.901	8.059	8.281	19.05	8.011	8.171	8.396
19.1	7.798	7.954	8.173	19.1	7.908	8.066	8.288	19.1	8.018	8.179	8.403
19.15	7.805	7.961	8.180	19.15	7.915	8.074	8.296	19.15	8.025	8.186	8.411
19.2	7.812	7.968	8.188	19.2	7.922	8.081	8.303	19.2	8.031	8.192	8.417
19.25	7.819	7.976	8.195	19.25	7.928	8.087	8.309	19.25	8.039	8.199	8.425
19.3	7.825	7.982	8.201	19.3	7.936	8.094	8.317	19.3	8.046	8.207	8.432
19.35	7.833	7.989	8.209	19.35	7.942	8.101	8.323	19.35	8.052	8.213	8.439
19.4	7.839	7.995	8.215	19.4	7.949	8.108	8.331	19.4	8.059	8.220	8.446
19.45	7.846	8.003	8.223	19.45	7.955	8.114	8.337	19.45	8.065	8.226	8.453
19.5	7.852	8.009	8.229	19.5	7.962	8.121	8.345	19.5	8.072	8.234	8.460
19.55	7.859	8.016	8.237	19.55	7.968	8.128	8.351	19.55	8.078	8.240	8.467
19.6	7.865	8.023	8.243	19.6	7.975	8.135	8.359	19.6	8.085	8.246	8.473
19.65	7.871	8.029	8.250	19.65	7.982	8.141	8.365	19.65	8.092	8.253	8.480
19.7	7.877	8.035	8.256	19.7	7.988	8.147	8.371	19.7	8.098	8.260	8.487
19.75	7.885	8.042	8.263	19.75	7.994	8.154	8.378	19.75	8.104	8.266	8.493
19.8	7.891	8.049	8.270	19.8	8.000	8.160	8.384	19.8	8.110	8.272	8.500
19.85	7.897	8.055	8.276	19.85	8.007	8.167	8.392	19.85	8.116	8.278	8.506
19.9	7.903	8.061	8.283	19.9	8.013	8.173	8.398	19.9	8.122	8.285	8.513
19.95	7.909	8.067	8.289	19.95	8.019	8.180	8.405	19.95	8.128	8.291	8.519
20	7.915	8.074	8.296	20	8.025	8.186	8.411	20	8.135	8.297	8.525
20.05	7.921	8.080	8.302	20.05	8.031	8.192	8.417	20.05	8.141	8.303	8.532
20.1	7.927	8.086	8.308	20.1	8.038	8.198	8.424	20.1	8.147	8.310	8.538
20.15	7.934	8.092	8.315	20.15	8.043	8.204	8.429	20.15	8.153	8.316	8.545
20.2	7.940	8.098	8.321	20.2	8.049	8.210	8.436	20.2	8.159	8.322	8.551
20.25	7.945	8.104	8.327	20.25	8.055	8.216	8.442	20.25	8.165	8.328	8.557
20.3	7.951	8.110	8.333	20.3	8.061	8.222	8.448	20.3	8.171	8.335	8.564

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
20.35	7.957	8.116	8.339	20.35	8.067	8.229	8.455	20.35	8.176	8.340	8.569
20.4	7.963	8.122	8.346	20.4	8.072	8.234	8.460	20.4	8.182	8.346	8.576
20.45	7.968	8.128	8.351	20.45	8.078	8.240	8.467	20.45	8.189	8.352	8.582
20.5	7.974	8.134	8.358	20.5	8.084	8.245	8.472	20.5	8.194	8.358	8.587
20.55	7.979	8.139	8.363	20.55	8.090	8.251	8.478	20.55	8.200	8.364	8.594
20.6	7.986	8.145	8.369	20.6	8.095	8.257	8.484	20.6	8.205	8.369	8.599
20.65	7.991	8.150	8.375	20.65	8.101	8.263	8.490	20.65	8.211	8.375	8.606
20.7	7.997	8.157	8.381	20.7	8.106	8.268	8.495	20.7	8.216	8.380	8.611
20.75	8.002	8.162	8.386	20.75	8.112	8.274	8.502	20.75	8.221	8.386	8.616
20.8	8.007	8.167	8.392	20.8	8.117	8.280	8.507	20.8	8.227	8.392	8.623
20.85	8.013	8.173	8.398	20.85	8.122	8.285	8.513	20.85	8.232	8.397	8.628
20.9	8.018	8.179	8.403	20.9	8.128	8.291	8.519	20.9	8.238	8.402	8.633
20.95	8.023	8.184	8.409	20.95	8.133	8.296	8.524	20.95	8.244	8.409	8.640
21	8.029	8.190	8.415	21	8.139	8.301	8.530	21	8.249	8.414	8.645
21.05	8.035	8.195	8.421	21.05	8.144	8.307	8.535	21.05	8.254	8.419	8.650
21.1	8.040	8.200	8.426	21.1	8.150	8.313	8.541	21.1	8.259	8.424	8.656
21.15	8.045	8.206	8.431	21.15	8.155	8.318	8.547	21.15	8.264	8.429	8.661
21.2	8.050	8.211	8.437	21.2	8.160	8.323	8.552	21.2	8.269	8.435	8.666
21.25	8.055	8.216	8.442	21.25	8.165	8.328	8.557	21.25	8.274	8.440	8.672
21.3	8.060	8.221	8.447	21.3	8.170	8.334	8.563	21.3	8.279	8.445	8.677
21.35	8.065	8.226	8.453	21.35	8.175	8.339	8.568	21.35	8.284	8.450	8.683
21.4	8.070	8.232	8.458	21.4	8.180	8.344	8.573	21.4	8.290	8.455	8.688
21.45	8.075	8.237	8.463	21.45	8.186	8.349	8.579	21.45	8.295	8.461	8.693
21.5	8.080	8.242	8.469	21.5	8.190	8.353	8.583	21.5	8.300	8.466	8.699
21.55	8.086	8.247	8.474	21.55	8.195	8.359	8.588	21.55	8.305	8.471	8.704
21.6	8.090	8.251	8.478	21.6	8.200	8.364	8.594	21.6	8.310	8.476	8.709
21.65	8.095	8.257	8.484	21.65	8.205	8.369	8.599	21.65	8.315	8.481	8.715
21.7	8.100	8.262	8.489	21.7	8.210	8.374	8.604	21.7	8.319	8.486	8.719
21.75	8.105	8.267	8.494	21.75	8.214	8.378	8.609	21.75	8.324	8.491	8.724
21.8	8.109	8.271	8.499	21.8	8.219	8.384	8.614	21.8	8.329	8.496	8.730
21.85	8.114	8.276	8.504	21.85	8.224	8.389	8.619	21.85	8.333	8.500	8.734
21.9	8.118	8.281	8.508	21.9	8.228	8.393	8.624	21.9	8.339	8.505	8.739
21.95	8.123	8.286	8.514	21.95	8.233	8.398	8.629	21.95	8.343	8.509	8.743
22	8.128	8.291	8.519	22	8.238	8.402	8.633	22	8.348	8.515	8.749

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
22.05	8.132	8.295	8.523	22.05	8.243	8.407	8.639	22.05	8.352	8.519	8.753
22.1	8.138	8.300	8.529	22.1	8.247	8.412	8.643	22.1	8.357	8.524	8.758
22.15	8.142	8.304	8.533	22.15	8.252	8.417	8.648	22.15	8.361	8.528	8.763
22.2	8.146	8.309	8.537	22.2	8.256	8.421	8.653	22.2	8.366	8.533	8.768
22.25	8.151	8.314	8.542	22.25	8.260	8.425	8.657	22.25	8.370	8.538	8.772
22.3	8.155	8.318	8.547	22.3	8.265	8.430	8.662	22.3	8.374	8.542	8.777
22.35	8.159	8.322	8.551	22.35	8.269	8.435	8.666	22.35	8.379	8.547	8.782
22.4	8.164	8.327	8.556	22.4	8.273	8.439	8.671	22.4	8.383	8.551	8.786
22.45	8.168	8.332	8.561	22.45	8.278	8.444	8.676	22.45	8.387	8.555	8.790
22.5	8.172	8.336	8.565	22.5	8.282	8.448	8.680	22.5	8.393	8.560	8.796
22.55	8.176	8.340	8.569	22.55	8.286	8.452	8.685	22.55	8.397	8.565	8.800
22.6	8.181	8.345	8.575	22.6	8.291	8.456	8.689	22.6	8.401	8.569	8.804
22.65	8.186	8.349	8.579	22.65	8.295	8.461	8.693	22.65	8.405	8.573	8.809
22.7	8.190	8.353	8.583	22.7	8.299	8.465	8.697	22.7	8.409	8.577	8.813
22.75	8.194	8.358	8.587	22.75	8.304	8.470	8.703	22.75	8.413	8.581	8.817
22.8	8.198	8.362	8.592	22.8	8.308	8.474	8.707	22.8	8.417	8.585	8.821
22.85	8.202	8.366	8.596	22.85	8.312	8.478	8.711	22.85	8.421	8.590	8.826
22.9	8.206	8.370	8.600	22.9	8.316	8.482	8.716	22.9	8.425	8.594	8.830
22.95	8.210	8.374	8.604	22.95	8.320	8.487	8.720	22.95	8.429	8.598	8.834
23	8.214	8.378	8.609	23	8.324	8.491	8.724	23	8.433	8.602	8.839
23.05	8.218	8.383	8.613	23.05	8.327	8.494	8.727	23.05	8.437	8.606	8.843
23.1	8.222	8.387	8.617	23.1	8.331	8.498	8.732	23.1	8.442	8.610	8.847
23.15	8.226	8.391	8.622	23.15	8.335	8.502	8.736	23.15	8.446	8.615	8.851
23.2	8.229	8.394	8.625	23.2	8.340	8.506	8.740	23.2	8.450	8.619	8.856
23.25	8.233	8.398	8.629	23.25	8.344	8.510	8.745	23.25	8.454	8.623	8.860
23.3	8.238	8.402	8.633	23.3	8.348	8.515	8.749	23.3	8.457	8.626	8.863
23.35	8.242	8.406	8.638	23.35	8.351	8.518	8.752	23.35	8.461	8.630	8.867
23.4	8.245	8.410	8.641	23.4	8.355	8.522	8.756	23.4	8.465	8.634	8.872
23.45	8.249	8.414	8.645	23.45	8.359	8.526	8.761	23.45	8.469	8.638	8.876
23.5	8.253	8.418	8.649	23.5	8.363	8.530	8.765	23.5	8.472	8.642	8.879
23.55	8.256	8.421	8.653	23.55	8.366	8.533	8.768	23.55	8.476	8.646	8.883
23.6	8.260	8.425	8.657	23.6	8.370	8.538	8.772	23.6	8.479	8.649	8.887
23.65	8.264	8.429	8.661	23.65	8.373	8.541	8.776	23.65	8.483	8.653	8.891
23.7	8.267	8.432	8.664	23.7	8.377	8.545	8.780	23.7	8.487	8.657	8.895

Van Econoline				Cube VAN				3 Ton			
kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016	kms/ stop	2014	2015	2016
23.75	8.271	8.437	8.669	23.75	8.381	8.549	8.784	23.75	8.490	8.660	8.898
23.8	8.274	8.440	8.672	23.8	8.384	8.552	8.787	23.8	8.495	8.664	8.903
23.85	8.278	8.444	8.676	23.85	8.388	8.556	8.792	23.85	8.498	8.668	8.906
23.9	8.281	8.447	8.679	23.9	8.392	8.559	8.795	23.9	8.502	8.672	8.910
23.95	8.285	8.451	8.684	23.95	8.395	8.562	8.798	23.95	8.505	8.675	8.913
24	8.289	8.454	8.687	24	8.399	8.567	8.802	24	8.509	8.679	8.918
24.05	8.293	8.458	8.691	24.05	8.402	8.570	8.805	24.05	8.512	8.682	8.921
24.1	8.296	8.462	8.694	24.1	8.406	8.574	8.810	24.1	8.515	8.685	8.924
24.15	8.299	8.465	8.697	24.15	8.409	8.577	8.813	24.15	8.519	8.689	8.928
24.2	8.303	8.469	8.702	24.2	8.412	8.580	8.816	24.2	8.522	8.693	8.932
24.25	8.306	8.472	8.705	24.25	8.416	8.584	8.820	24.25	8.525	8.696	8.935
24.3	8.309	8.475	8.708	24.3	8.419	8.587	8.824	24.3	8.529	8.700	8.939
24.35	8.313	8.479	8.712	24.35	8.422	8.591	8.827	24.35	8.532	8.703	8.942
24.4	8.316	8.482	8.716	24.4	8.425	8.594	8.830	24.4	8.535	8.706	8.945
24.45	8.319	8.486	8.719	24.45	8.429	8.598	8.834	24.45	8.538	8.709	8.949
24.5	8.322	8.489	8.722	24.5	8.432	8.601	8.838	24.5	8.543	8.713	8.953
24.55	8.325	8.492	8.725	24.55	8.435	8.604	8.841	24.55	8.546	8.716	8.956
24.6	8.329	8.496	8.730	24.6	8.438	8.607	8.844	24.6	8.549	8.720	8.959
24.65	8.332	8.499	8.733	24.65	8.442	8.610	8.847	24.65	8.552	8.723	8.963
24.7	8.335	8.502	8.736	24.7	8.445	8.613	8.850	24.7	8.555	8.726	8.966
24.75	8.339	8.505	8.739	24.75	8.449	8.618	8.855	24.75	8.558	8.729	8.969
24.8	8.342	8.508	8.742	24.8	8.452	8.621	8.858	24.8	8.561	8.732	8.972
24.85	8.345	8.512	8.746	24.85	8.455	8.624	8.861	24.85	8.564	8.735	8.975
24.9	8.348	8.515	8.749	24.9	8.458	8.627	8.864	24.9	8.567	8.738	8.979
24.95	8.351	8.518	8.752	24.95	8.461	8.630	8.867	24.95	8.570	8.741	8.982
25	8.354	8.521	8.755	25	8.464	8.633	8.871	25	8.573	8.745	8.985

## **APPENDIX "B"**

The following Articles are Hourly Employee specific and are in no way to include Owner Operators.

### **ARTICLE O-B6 – DISCIPLINE**

As of date of ratification the following protocols shall govern in regards to discipline for all Hourly Employees of the bargaining unit.

1. Verbal warning;
2. Written warning;
3. 1 day suspension;
4. 3 day suspension;
5. 5 day suspension;
6. 30 day suspension;
7. Termination.

The above list shall be adhered to and followed in listed order for any and all cases of discipline save and except the following which shall start at the level of discipline so indicated and progress accordingly.

<b>Occurrence</b>	<b>Discipline</b>
Theft	Termination
Violence causing bodily injury	Termination
Physical altercation	30 day suspension for aggressor only
Destruction of Company property (non accidental)	Termination
Negligence causing a loss to the Company	5 day suspension
Negligence causing a loss to a customer	30 day suspension
Negligence causing a loss to the Company or a customer and lying about it	Termination

Note: Progressive discipline means the discipline imposed for specific actions and not a cumulative compiling of disciplines, but rather individual situations and progressing accordingly with each circumstance.

Note: The discipline outlining the Company policy on vehicle security in Article O39 is also attached to this Article.

Note: The parties agree that the term “loss” shall relate to financial impact on a customer or the Company.

#### **ARTICLE O-B9 - HEALTH, SAFETY AND EQUIPMENT**

- B9.02 (e) Copies of the monthly joint health and safety meetings and all attachments will be posted at all terminals and copies will be sent to the company’s health and safety officer, the union health and safety chairperson(s) and the local president. Copies of a; WSIB form “7s” will be given to the joint health and safety committees, details of which will be in compliance with privacy legislation.
- B9.02 (f) All members of the joint health and safety committees will be trained within sixty (60) days of their election or appointment. Training will be conducted during working hours.
- B9.03 (g) Any discipline administered prior to the Joint Health & Safety Committee rendering their decision shall also be removed if the accident/incident was found to be non-preventable.
- B9.10 (j) Windshield washer solution and motor oil shall be readily available at all times for Company vehicles.
- B9.10 (o) All Company vehicles acquired or ordered after date of ratification will be equipped with adequate heaters, windshield wipers, defoggers and am/fm radios. These will be kept in good operating condition at all times. The Driver’s area will include a protective barrier between himself/herself and the freight.
- B9.01 (p) A C.B. radio and antenna will be supplied by the Company for all Linehaul vehicles. (Company owned vehicles only).
- B9.15 Accidents for which the Hourly Employee is at fault, or for which their action or lack of action is a contributing factor may result in disciplinary action.

#### **ARTICLE O-B10 - HEALTH AND WELFARE AND SICK LEAVE**

- B10.01 (1) The Company shall provide a comprehensive health and welfare benefit program for eligible regular full-time and part-time Hourly Employees. The program will form part of the Collective Agreement. The cost to the Hourly Employee for their disability benefits will be the equivalent of one percent (1%) per month of regular earnings.

These benefits include:

- E.R. Health Tax;



- Major Medical;
- Dental Plan;
- Vision Care;
- Eye exams ( Max \$65.00 per year each);
- Life Insurance;
- Accidental Death and Dismemberment;
- Short-term Disability;
- Chiropractic (max \$300.00 per year each);
- Long-term Disability;
- Felonious Assault Insurance;
- Accidental Death and Dismemberment (Optional).

The Company agrees to provide all eligible Hourly Employees with current details and information covering all Hourly Employee benefit programs for which Hourly Employees covered by this Collective Agreement are entitled to participate. This book shall be provided at date of hire. The parties agree not to increase the Hourly Employee contributions thus making payments taxable under Weekly Indemnity.

B10.01 (2) The Company will make available to all eligible Hourly Employees and their dependents a group accident insurance plan for those Hourly Employees who voluntarily enroll in the plan and continue to pay the required monthly premiums.

B10.01 (3) Major Medical Insurance:

The effective date for the Major Medical Insurance Plan is thirty (30) days for full-time Hourly Employees and ninety (90) days for part-time Hourly Employees.

Hourly Employees covered under this benefit shall be entitled to a Drug Card with a ten dollars (\$10.00) deductible per use.

B10.01 (4) Dental Plan:

The effective date of the dental plan is the first (1st) day of the next month following the three (3) month waiting period.

The Dental Plan will provide the following:

Plan A (100% coverage) includes:

- |                           |                         |
|---------------------------|-------------------------|
| (a) diagnostic services   | (e) prosthetic services |
| (b) preventative services | (f) endodontics         |
| (c) surgical services     | (g) periodontics        |
| (d) restorative services  |                         |

Plan B (50% coverage) includes:

crowns and/or bridges  
partial dentures  
complete upper and lower dentures

Rates will be as per the current O.D.A. schedule. It is further agreed the current O.D.A. schedule is initiated when the carrier is informed of the rate change as per the insurance contract.

There will be no deductible charges for the above services.

B10.01 (5) Vision Care:

Two hundred dollars (\$200.00) per Hourly Employee and per dependant every twenty four (24) consecutive months.

B10.01 (6) Life Insurance: see NFWA N22

B10.01 (7) Accidental Death & Dismemberment Insurance: see NFWA N22

B10.01 (8) Short-Term Disability Benefit:

The Short-Term Disability Benefit commences on the first (1st) day of accident or the fourth (4th) day of sickness. The benefit is based on seventy percent (70%) of average scheduled hours to a four hundred fifty dollars (\$450.00) maximum per week for the first fifteen (15) weeks. Coverage begins upon completion of ninety (90) days' employment.

Hourly Employees will have one hundred and twenty (120) days to file their weekly indemnity claim.

B10.01 (9) Long-Term Disability Benefit:

Upon completion of ninety (90) days' employment, the Company will make available to eligible Hourly Employees a Long-Term Disability Group Plan (Salary Continuance). Eligibility commences after fifteen (15) weeks. The Plan provides a disability income based on seventy percent (70%) of average weekly earnings up to two hundred-fifty dollars (\$250.00) per week. Hourly Employees will have one hundred and twenty (120) days to file their long-term disability claim. The total disability period shall be a maximum two (2) years, calculated from the commencement of the short-term disability claim.

B10.01 10 (a) The Company agrees to provide payment for Hourly Employees after a two (2) week waiting period from the time forms are filled out and medical attention is received for all bona fide weekly indemnity claims.

(b) In the event the Company is required to advance funds to the Hourly Employee, the beneficiary of the weekly indemnity claim agrees to reimburse the Company for an amount equivalent within two (2) working days upon receipt of the weekly indemnity payment from the carrier.

(c) Whereupon the reimbursement to the Company is ultimately declared N.S.F., (not sufficient funds), by the clearing bank, the amount of reimbursement is automatically deducted from the Hourly Employee's next pay, or remaining vacation accrued.

B10.01 (11) The Company will provide felonious assault insurance for all Hourly Employees on the payroll from the date of employment in the amount of twenty thousand dollars (\$20,000.00).

B10.01 (12) Optional Accidental Death & Dismemberment:

This is a separate plan. Coverage under this plan is optional and available to each Hourly Employee at their own cost.

B10.01 (13) Dependent Coverage of Major Medical/Dental/Vision:

Any new eligible dependents, (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period. Eligibility is defined as the first thirty-one (31) days from which an Hourly Employee acquires a dependent.

Declaration of Common-Law Status for Benefit Eligibility:

The Hourly Employee must complete a Declaration of Status document in order to qualify for health and welfare benefits. Eligibility commences after one (1) year of common-law status; dependent coverage can only be applied for during the first thirty-one (31) day eligibility period.

A spouse is deemed to be:

- A person married to the Hourly Employee as a result of a valid civil or religious ceremony, including a person separated from the Hourly Employee.
- A person of the opposite sex, or same gender partner with whom the Hourly Employee has a common-law relationship for at least twelve (12) consecutive months prior to the date on which the claim arose. (Common-law relationship means continuous cohabitation and public representation of married status.)

## **ARTICLE O-B11 – TRAINING**

- B11.05 (b) The Company will allow the use of Company vehicles for license upgrades, if available.
- B11.06 (iv) No reasonable request to accommodate the worker as the result of health reasons, religious beliefs or prior commitments will be denied and the Employer will accommodate with training during regular work hours.
- B11.07 The Company will ensure that all Hourly Employees are properly trained as to their full responsibilities and duties.

## **ARTICLE O-B24 – WAREHOUSE EXTRA HOURS PROCEDURE**

- B24.01 Employees are required to remain on shift for scheduled shifts and volunteered for extra work until said work is completed and or released by their supervisor.

The following guidelines shall prevail;

Notwithstanding the provisions of Article O-B27.08(b), the parties hereto agree to the following with respect to the allocation of work that is outside of scheduled hours.

When extra hours are required, Warehouse Employees will be assigned by seniority within classification. Extra hours will be assigned by voluntary down, mandatory up.

It is agreed that the Company will endeavor to make reasonable accommodations to those Hourly Employees who have other regular employment obligations or regular family obligations that may make them unavailable for extra work.

Such Hourly Employees will be required to advise the Company in writing of these situations and this will make these Hourly Employees ineligible for voluntary extra work. If the situation changes for these Hourly Employees and they wish to be added to the extra work list, they must advise the Company in writing.

## **ARTICLE O-B27 - SCHEDULING WORKING HOURS AND OVERTIME**

- B27.01 Except as provided in Article O-B27.06 and O-B27.07, the work week may be scheduled from Monday through Sunday. All time worked in excess of eight (8) hours per day shall be paid at time and one half of the Hourly Employees' rate of pay, ten (10) hours per day for a short week schedule, forty (40) hours per week.

**Clerical only:** The clerical full time work week shall be thirty-seven and a half (37.50) hours per week and shall be at time and one half after

seven and a half (7.50) hours in a day and thirty-seven and a half (37.50) hours in one week.

When part-time or part-time unassigned Hourly Employees are utilized for the purposes of Owner Operator relief they shall be excluded from the above and have their hours averaged over a bi-weekly pay period and be paid overtime after eighty (80) hours worked while doing Owner Operator relief work.

Note: (Owner Operator Relief is defined as one individual being utilized to cover off an Owner Operator route when necessary)

**B27.02 Weekend work:**

1. Any scheduled Saturday or Sunday runs or shifts will be first offered to part-time Hourly Employees on a permanent scheduled basis in accordance with seniority.
2. In the event there are no part-time bids for this scheduled work, the work will then be offered to a part-time unassigned Hourly Employee on a regular basis.
3. Any part-time Hourly Employee that moves to full-time shall be required to relinquish any Saturday or Sunday work schedules. However, once said position is reposted said Hourly Employee may re-bid and be awarded the position based on seniority if there are no successful part-time bids.

B27.03 No Hourly Employee shall be required to take time off in lieu of overtime hours worked.

B27.04 Hourly Employees will be paid according to their hours scheduled.

- B27.05
- (a) Any full time or regular part time Hourly Employee scheduled or called in to report to work at a time specified by the Company, and who reports for work at the said time will be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof; unless the said hours are at the beginning or end of the Hourly Employees shift unless the Hourly Employee quits, or is discharged for cause prior to the completion of four (4) hours.
  - (b) In the event of a disabling injury on the job, an Hourly Employee will be paid for the number of hours for which the Hourly Employee. was scheduled to work on the date of the injury.
  - (c) Any Hourly Employee that reports to work as scheduled or called upon where said Hourly Employee is then sent home, suspended or terminated that day, shall be paid for time worked.

B27.06 A chart indicating each job position, route by number, classification, defined area, current scheduled hours and any other pertinent

comments concerning each position shall be placed in a location easily observed by all Union Members within each branch and shall be updated at least monthly or when any posted information becomes invalid or is changed.

- B27.07 Upon mutual agreement, in writing, between the Company and the Union, a shift comprising of four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.
- B27.08 (a) Part-time and part-time unassigned Hourly Employees will be given the first opportunity by seniority to supplement their hours of work by placing their names on a bi-weekly seniority list indicating their desire to be called for additional hours.
- (b) Additional hours which are an extension of a regularly scheduled run or shift are exempt from this provision.
- 27.09 (a) All part-time positions that have run for eight (8) hours or more per day for ten (10) consecutive working days, or more, will be reclassified as full-time positions and posted within five (5) working days.
- (b) All part-time positions that have run at greater than originally posted hours for a minimum of ten (10) consecutive working days shall be reposted with the average of the previous ten (10) days hours used as the base hours for the new shift.
- (c) The above Article does not apply during the period from October 1st to December 31st of each year.
- B27.10 Hourly Employees who work a full-time shift or part time employees where it is known will work a shift of seven (7) hours or more, will be entitled to a total of thirty (30) minutes of paid breaks. Any Hourly Employee who works a part-time shift will be entitled to a fifteen (15) minute paid break for every three and a half (3.5) hours of work. Local scheduling practices will prevail. Should the employee not take his/her break(s) or it not be scheduled for him/her he/she will be paid for said break(s) at the end of his/her shift.
- B27.11 Where overtime work is required it will be allocated on the basis of seniority within the classification, within the department. Overtime work will be allocated to the senior qualified person within the classification within the department first. In the event there are no Hourly Employees within the classification, the work will be offered on the basis of seniority to those qualified persons who have signed an OT list in the department.
- B27.12 Time clock – It is against Company policy to punch in earlier than six (6) minutes before an Hourly Employee’s start time and no later that six (6)

minutes after the Hourly Employee's finishing time, unless authorized by management.

## **ARTICLE O-B28 - HOLIDAYS**

B28.01 The following statutory holidays will be observed with pay:

New Year's Day	Christmas Day
Canada Day	Victoria Day
Thanksgiving Day	Labour Day
Good Friday	Boxing Day
Civic Holiday	Family Day

B28.02 (a) In addition to the statutory holidays listed above, four (4) floating days [five (5) days for clerical classifications] may be taken. Hourly Employees become eligible for their float days after completing one (1) year of service as an hourly employee. These days may be used for sickness. This Article does not apply to part-time unassigned Hourly Employees.

(b) A floating day or days may be taken any time for personal convenience during the contract year; however, one (1) week's prior notice must be given to management. It is understood that no more than two (2) Hourly Employees per classification may take the same floating holidays on the same day. In the case of a dispute, seniority shall govern only when more than two (2) Hourly Employees apply at the same time for the same dates.

(c) Any unused float days may not be carried forward but shall be paid out at the Hourly Employee's basic rate at the end of the anniversary year.

(d) The Union agrees that one (1) of the floating days are a substitution for Remembrance Day and the Union agrees to assist the Company in obtaining from the Hourly Employees under this Agreement any necessary agreements required by Canada Labour to effect this substitution.

(e) In the event the company decides to close for business on Remembrance Day Employee float days shall be reduced by one (1) for each day of closure. Those days shall then be considered statutory holidays and the employee shall be compensated accordingly.

B28.03 An Hourly Employee shall be paid any statutory holiday falling during his/her vacation, in addition to vacation pay.

B28.04 If a recognized holiday occurs during an Hourly Employee's vacation, or on a regular day off, the Hourly Employee, at his/her option, shall

receive a day off with pay, or a regular day's pay at straight time. Should the Hourly Employee choose the day off, it may be taken on the day before or immediately following his/her vacation or regular day off.

- B28.05 Holiday and Float Day pay will be computed by multiplying the Hourly Employee's basic hourly rate of pay by the average number of hours per day worked by the Hourly Employee during the previous twenty (20) days.
- B28.06 Those Hourly Employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the Hourly Employee will receive ten (10) hours pay at the basic rate for his/her classification.
- B28.07 If an Employee works a scheduled shift that runs into a declared statutory holiday, the Employee shall be paid double time and a half for the hours worked during the holiday period.
- B28.08 In the event a statutory (general) holiday is proclaimed by either the Federal or Provincial Governments, such holiday shall also be observed if not already listed in the above holidays with pay.
- B28.09 In the case of a general holiday falling on a Monday, for those Hourly Employees whose work commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, for those Hourly Employees whose shift commences on Thursday and ends on Friday, Thursday shall be their general holiday and their work week would then be completed on Thursday morning.
- B28.10 Any Employee employed for thirty (30) days prior to a statutory holiday shall qualify for statutory holiday pay.

#### **ARTICLE O-B29 - VACATION AND VACATION PAY**

- B29.01 No later than the 1st of January of each year, the Company will post on the Union bulletin board, a list of Hourly Employees in order of seniority using the Hourly Employees' respective seniority dates.
- B29.02 Each eligible Hourly Employee will select his or her desired time for vacation understanding that vacation cannot be taken until after their anniversary date as an hourly employee. An Hourly Employee shall be required to select his or her vacation dates prior to the 31st of March of each year indicating their first preference for vacation dates along with second and third alternate dates to their General Manager or designated Supervisor.



Any Hourly Employee failing to select his/her vacation date, except for bona fide sickness or injury where the Company is unable to contact them, shall forfeit their seniority rights for vacation selection and will be required to wait until all other eligible Hourly Employees within the depot or branch have selected their dates. Any Hourly Employee who wishes to change his/her selection after the 31st of March will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the Company's approval. A minimum notice of two (2) weeks must be given for vacation requests.

Any Hourly Employee that follows all vacation guidelines shall always be able to exercise their seniority to obtain their vacation dates. Should an Hourly Employee not be granted their desired vacation days requested, submitted on or before March 31st, then said Hourly Employee shall still be able to exercise their seniority in selecting alternate dates.

The vacation schedule is to be finalized and posted no later than the 1st of May each year. The employer shall update the vacation schedule on a monthly basis. The Company shall also ensure that all Hourly Employees wishing vacation dates between February 1st and April 30th shall be dealt with first.

B29.03 The Company shall permit up to ten percent (10%) of the Hourly Employees and Owner Operators in any one classification in any one department in any one facility covered by this Agreement to take vacation/personal leave time at the same time.

B29.04 Hourly Employees may split their vacation weeks, if they so desire, or take them consecutively. The remaining vacation time may be split into days.

Hourly Employees must take at least two (2) weeks in one (1) block, or two (2) one (1) week blocks. Any Hourly Employee who wishes to take vacation by the day will not be included in the percentage ratio of Article B29.03.

However, a maximum of two (2) people will be allowed off in single day allotments over and above the ten percent (10%).

Further, only one person shall be allowed to pre book a float day over and above the above entitlements.

B29.05 (a) Hourly Employees who have completed one (1) year of service shall be entitled to vacation with pay on or after their anniversary date and must be taken within twelve (12) months thereafter. At the end of the vacation entitlement all outstanding vacation will be paid out at the applicable rate. Only vacation taken in one (1) or two (2) week blocks will be paid by separate cheque.

(Non Clerical Allotments)

<b>Years of Service</b>	<b>Entitlement Weeks</b>	<b>% of Earnings</b>
One (1)	Two (2)	4%
Three (3)	Three (3)	6%
Ten (10)	Four (4)	8%
Fifteen (15)	Five (5)	10%

(Clerical Only)

<b>Years of Service</b>	<b>Entitlement Weeks</b>	<b>% of Earnings</b>
One (1)	Three (3)	6%
Five (5)	Four (4)	8%
Twelve (12)	Five (5)	10%

- (b) Hourly Employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation or be paid at their regular scheduled hours and current pay structure for the number of weeks of entitlement, whichever is greater.
- (c) In the event of absence due to W.S.I.B. or illness, [leave of absence in excess of one (1) month] in no case will the Hourly Employee will not be entitled to W.S.I.B, Weekly Indemnity, or Long Term Disability benefits in addition to vacation pay.

B29.06 Vacation pay shall be paid to the Hourly Employee by separate cheque with the pay immediately preceding their departure on vacation. When vacation is split into days the Hourly Employee will be paid on their regular pay cheque.

B29.07 Hourly Employees, while on vacation, cannot be called in to work unless the Hourly Employee agrees. When an Hourly Employee is called in, by mutual agreement, the Hourly Employee will have the right to negotiate their remaining vacation prior to returning to work.

B29.08 In the event that an Hourly Employee leaves the employ of the Company, they shall be paid as per entitlement in Article B29.05.

#### **ARTICLE O-B30 - LAYOFFS**

B30.01 The Company and the Union accept the principle of seniority in layoffs and rehiring and agree that if the Hourly Employee possesses the

required qualifications and ability that length of continuous service will govern.

- B30.02 When adding to the workforce of Hourly Employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.
- B30.03 (a) The Company will notify such Hourly Employees at their last known address by Registered Mail. If such Hourly Employees fail to report within five (5) working days from date of receipt, the standing as an Hourly Employee and of any such person failing to report within five (5) days will be forfeited.
- (b) It shall be the responsibility of every Hourly Employee to keep the Company and the Union informed of any and all changes of address or telephone numbers. Such information will be supplied within three (3) working days of such change.
- B30.04 In the event of a layoff, an Hourly Employee employed more than ninety (90) days, but less than one (1) year, will receive two (2) weeks' notice of such layoff or two (2) weeks pay in lieu of notice.

#### **ARTICLE O-B31 - MISCELLANEOUS**

B31.01 Layovers:

On out-of-town routes requiring a layover period between the hours of 9:00 PM and 6:00 AM and extending beyond three (3) hours excluding the lunch period, the Company will provide suitable lodgings.

- B31.02 On out-of-town routes requiring a layover period between the hours of 10:00 AM and 3:00 PM, exceeding three (3) hours excluding the lunch period, the Company will provide suitable accommodation.

During the period of layover, the Hourly Employee is relieved of all responsibilities for the vehicle and cargo and is free to come and go as they desire. The Hourly Employee is in no way regarded to be on duty during such layovers. The vehicle will be parked/secured in a designated secure parking area.

- B31.03 Hourly Employees scheduled on out-of-town routes requiring a non-scheduled layover due to Acts of God will be paid at their regular rate of pay for each hour of layover outside their scheduled shift.

- B31.04 If a Driver's driving privileges are suspended or rescinded, the Driver will be moved into a non-driving position, but shall not be guaranteed any hours or be allowed to bump.

B31.05 Personal Property:

The Company shall not be responsible for the loss, damage, or destruction of personal property while such property is on Company premises, in vehicles or equipment, or in use on Company business.

**B31.07 Hourly Employees' Lunchroom:**

The Company will supply accommodations for an Employee lunchroom equipped with a timed microwave oven, if the number of Hourly Employees so warrant.

**B31.08 The Company shall allow the Union to provide soft drink, coffee and similar vending machines, on the Company's premises, subject to the approval of the Company as to location.**

**B31.10 The Company will provide drinking water in the warehouse at all branches.**

**B31.11 Maternity and/or Parental Leave:**

The Company agrees that an Employee on maternity and/or parental leave will have her/his current position and classification held open for her/him for the maximum time allowed by law either federal or provincial, whichever is greater.

In the event that said position is no longer available, then the Employee shall be able to exercise their bumping rights.

**B31.13 All hourly drivers must inform the company when they knowingly learn that their driving privileges are suspended or revoked for any reason. Failure to do so may result in the termination of their employment.**

**ARTICLE O-B32 - HOURLY PRINTOUTS**

At the request of the Employee, DHL Express (Canada), Ltd. will make available a printout stating the hours worked by an Hourly Employee on the Friday prior to the pay period close.

**ARTICLE O-B33 - WAGES**

**B33.01 The parties agree for all new hires and all classifications to use a graduated rate schedule based on the top rate of each class each year. The parties agree to increase all current rates by:**

- January 1, 2014 – 2.00%
- January 1, 2015 - 2.00%
- January 1, 2016 – 2.75%

Shift Premium -- \$0.55 12 Midnight to 3:59 AM

Any Hourly Employee who works a regularly scheduled shift which includes any hours between midnight and 3:59 am will receive the shift premium for the entire shift. Any Hourly Employee whose shift will normally end before midnight or begin after 3:59 AM but is extended into those hours will receive the shift premium only for the hours worked between midnight and 3:59 AM. The premium will not attract overtime.

- B33.02 (a) Any Hourly Employee hired as a “D” Driver, who is temporarily assigned by the Company to drive a vehicle which does not require a “D” license qualification, will remain at the “D” license rates.
- (b) Any person handling and processing dangerous goods and/or C.O.S. shipments on a regular basis will be paid Lead Hand rate for the time spent handling such goods.
- (c) All pay shortages in excess of seventy-five dollars (\$75.00) gross will be paid within two (2) working days of the Company being notified.

All Hourly Employees will be paid bi-weekly by direct deposit. The pay stubs will be distributed at shift’s end on Thursday.

- B33.03 (a) Full-time and part-time Hourly Employees will be paid at the same rate of pay for their existing classifications.
- (b) Any Hourly Employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of the scheduled shift, whichever is less, shall receive the higher rate of pay for their entire shift. Any Hourly Employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.
- (c) Where there are new categories of employment for which rates of pay are not established by this Agreement are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.

B33.04 When employees request a letter of wage earnings and/or employment verification for loans, mortgages etc, the company will furnish said letter to the employee within three (3) business days.

**Rate Charts**

<b>Classification</b>	<b>1-Jan-14</b>
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	<b>0-3 Months</b>	<b>3-12 Months</b>	<b>12-18 Months</b>	<b>TOP RATE</b>
Clerical Customer Service and Data Entry	\$12.99	\$12.99	\$13.86	\$17.33
Lead Hand Customer Service/Data Entry	\$14.67	\$14.67	\$15.64	\$19.55
Bilingual Clerical Customer Service	\$15.50	\$15.50	\$16.54	\$20.68
Lead Hand Bilingual Clerical Customer Service	\$17.16	\$17.16	\$18.31	\$22.89
Clerical Collections	\$14.29	\$14.29	\$15.23	\$19.06
Lead Hand Clerical Collections	\$16.12	\$16.12	\$17.17	\$21.48
Bilingual Clerical Collections	\$16.80	\$16.80	\$17.91	\$22.41
Lead Hand Bilingual Clerical Collections	\$18.63	\$18.63	\$19.86	\$24.83
Customer Counter Specialist	\$13.12	\$14.13	\$15.15	\$19.22
Warehouse	\$14.27	\$15.28	\$16.30	\$20.37
Warehouse Sorter	\$15.54	\$16.67	\$17.78	\$22.21
Lead Hand Warehouse	\$16.17	\$17.32	\$18.46	\$23.08
Held Inventory Control	\$14.27	\$15.28	\$16.30	\$20.37
Walker	\$16.88	\$18.08	\$19.29	\$24.11
Driver (G)	\$16.88	\$18.08	\$19.29	\$24.11
Driver (D/DZ)	\$17.55	\$18.81	\$20.07	\$25.08
Driver (A/AZ)	\$17.82	\$19.09	\$20.35	\$25.44
Lead Hand Driver, Walker	\$17.85	\$19.11	\$20.38	\$25.48
Relief Driver	\$17.85	\$19.11	\$20.38	\$25.48
Master Load Planner	\$17.85	\$19.11	\$20.38	\$25.48
Brokerage Specialist	\$15.94	\$17.09	\$18.23	\$22.76
Brokerage LVS Analyst	N/A	N/A	N/A	\$18.65
Brokerage HVS Analyst	N/A	N/A	N/A	\$19.97
Brokerage Clerical	N/A	N/A	N/A	\$18.01
Provincial Unit Chairperson	N/A	N/A	N/A	\$28.94

<b>Classification</b>	<b>1-Jan-15</b>			
	<b>0-3 Months</b>	<b>3-12 Months</b>	<b>12-18 Months</b>	<b>TOP RATE</b>
Clerical Customer Service and Data Entry	\$13.25	\$13.25	\$14.14	\$17.68
Lead Hand Customer Service/Data Entry	\$14.96	\$14.96	\$15.95	\$19.94
Bilingual Clerical Customer Service	\$15.81	\$15.81	\$16.87	\$21.09
Lead Hand Bilingual Clerical Customer Service	\$17.50	\$17.50	\$18.68	\$23.35

Clerical Collections	\$14.58	\$14.58	\$15.53	\$19.44
Lead Hand Clerical Collections	\$16.44	\$16.44	\$17.51	\$21.91
Bilingual Clerical Collections	\$17.14	\$17.14	\$18.27	\$22.86
Lead Hand Bilingual Clerical Collections	\$19.00	\$19.00	\$20.26	\$25.33
Customer Counter Specialist	\$13.38	\$14.41	\$15.45	\$19.60
Warehouse	\$14.56	\$15.59	\$16.63	\$20.78
Warehouse Sorter	\$15.85	\$17.00	\$18.14	\$22.65
Lead Hand Warehouse	\$16.49	\$17.67	\$18.83	\$23.54
Held Inventory Control	\$14.56	\$15.59	\$16.63	\$20.78
Walker	\$17.22	\$18.44	\$19.68	\$24.59
Driver (G)	\$17.22	\$18.44	\$19.68	\$24.59
Driver (D/DZ)	\$17.90	\$19.19	\$20.47	\$25.58
Driver (A/AZ)	\$18.18	\$19.47	\$20.76	\$25.95
Lead Hand Driver, Walker	\$18.21	\$19.49	\$20.79	\$25.99
Relief Driver	\$18.21	\$19.49	\$20.79	\$25.99
Master Load Planner	\$18.21	\$19.49	\$20.79	\$25.99
Brokerage Specialist	\$16.26	\$17.43	\$18.59	\$23.22
Brokerage LVS Analyst	N/A	N/A	N/A	\$19.02
Brokerage HVS Analyst	N/A	N/A	N/A	\$20.37
Brokerage Clerical	N/A	N/A	N/A	\$18.37
Provincial Unit Chairperson	N/A	N/A	N/A	\$29.52

Classification	1-Jan-16			
	0-3 Months	3-12 Months	12-18 Months	TOP RATE
Clerical Customer Service and Data Entry	\$13.61	\$13.61	\$14.53	\$18.17
Lead Hand Customer Service/Data Entry	\$15.37	\$15.37	\$16.39	\$20.49
Bilingual Clerical Customer Service	\$16.24	\$16.24	\$17.33	\$21.67
Lead Hand Bilingual Clerical Customer Service	\$17.98	\$17.98	\$19.19	\$23.99
Clerical Collections	\$14.98	\$14.98	\$15.96	\$19.97
Lead Hand Clerical Collections	\$16.89	\$16.89	\$17.99	\$22.51
Bilingual Clerical Collections	\$17.61	\$17.61	\$18.77	\$23.49
Lead Hand Bilingual Clerical Collections	\$19.52	\$19.52	\$20.82	\$26.03
Customer Counter Specialist	\$13.75	\$14.81	\$15.87	\$20.14
Warehouse	\$14.96	\$16.02	\$17.09	\$21.35
Warehouse Sorter	\$16.29	\$17.47	\$18.64	\$23.27

Lead Hand Warehouse	\$16.94	\$18.16	\$19.35	\$24.19
Held Inventory Control	\$14.96	\$16.02	\$17.09	\$21.35
Walker	\$17.69	\$18.95	\$20.22	\$25.27
Driver (G)	\$17.69	\$18.95	\$20.22	\$25.27
Driver (D/DZ)	\$18.39	\$19.72	\$21.03	\$26.28
Driver (A/AZ)	\$18.68	\$20.01	\$21.33	\$26.66
Lead Hand Driver, Walker	\$18.71	\$20.03	\$21.36	\$26.70
Relief Driver	\$18.71	\$20.03	\$21.36	\$26.70
Master Load Planner	\$18.71	\$20.03	\$21.36	\$26.70
Brokerage Specialist	\$16.71	\$17.91	\$19.10	\$23.86
Brokerage LVS Analyst	N/A	N/A	N/A	\$19.54
Brokerage HVS Analyst	N/A	N/A	N/A	\$20.93
Brokerage Clerical	N/A	N/A	N/A	\$18.88
Provincial Unit Chairperson	N/A	N/A	N/A	\$30.33



## **APPENDIX "C"**

The parties acknowledge and agree that the Company no longer utilizes Western and Regional Linehaul Owner Operators in Ontario. In the event that this changes in future, the parties agree to apply the former provisions of Appendix "C" as set out in the expired collective agreement dated March 1, 2008 to March 31, 2013.

## BC ACCORD

### Summary of principles between DHL Canada and CAW Canada, British Columbia, Alberta, Manitoba, Saskatchewan, Ontario, Nova Scotia

During the latest round of negotiations in DHL proposed a number of changes to deal with massive losses that have occurred in different parts of the business.

The Parties have spent an extensive period of time discussing these issues and looking for solutions. It is recognized that each part of the country has its own uniqueness and the Company and Union agree to the following principles to be used as a guideline when the local bargaining committees resume discussions towards reaching a collective agreement.

Therefore the following items are in general agreement and will be part of a settlement in each location when the parties have an opportunity to deal with the local issues and other items that are raised during the course of the collective bargaining process.

#### 1. **Contracting Out**

During the 2008 / 2009 collective bargaining, the Company advised the Union that it plans to restructure the business across Canada and tabled a list of locations that it intended to close or discontinue service with a plan to third-party / contract out these locations.

The Union recognizes that the express business is under severe pressure; however, any restructuring must be done ensuring that employees are fairly compensated for a layoff / termination from the Company as a result of this restructuring based on the provisions below. The Union also reserved the right to put forward an alternative strategy for future locations, and, if it can be demonstrated that such a strategy is viable, then the Company will consider such alternative.

The restructuring period will be in effect until all facilities identified to the Union have been closed down.

The following procedure will apply when a restructuring (facility closures or contracting out) is to be considered:

- (a) The Company will notify the Unit Chair or President of the Local Union and the National Representative in writing stating the reasons for such action.
- (b) The Company commits to continually monitor all contracted out work and agent usage to determine the economic viability of having the work transitioned back to the DHL brand and DHL employees and/or Owner

Operators. The Company also agrees that any work formerly performed by CAW members which is again performed by a DHL employee, or in a DHL branded or painted truck will immediately become covered again under the collective agreement. The Company agrees to provide relevant information to the Union in writing including the financials in order to allow the Union to investigate. The Company will also provide any financial information to the Research & Benefit / National Representative of CAW to ensure an informed evaluation can be made. The Union agrees to sign any necessary confidentiality documents to receive this information.

- (c) Within fifteen (15) days, the Company and the Union will meet to review all of the relevant information including the implementation of a viable strategy jointly or otherwise.
- (d) The Company has committed that no line haul, warehouse or clerical position will be contracted out.

### **Major Centre Parameters**

The major centres listed below (and as outlined on the attached maps) (Company needs to see maps prior to resolution) will not be contracted out in their entirety during the life of the Agreement and will be protected from contracting out as per the collective agreement and the provisions listed below.

If there is a major loss of business in a major centre listed below that requires change, the Company will first pursue its ability to reroute, abolish runs, and apply facility consolidation. If these measures are instituted and there are still problems, the Company may contract out a route or routes in each major centre up to a maximum of ten percent (10%) of the total province's number of Owner Operators at the time (calculated every anniversary) unless otherwise mutually agreed with the Union in writing. The Company will not use this percentage to close or contract out an entire facility identified below.

The Company will justify each move outlined above to the Union using the procedure outlined in item #1 above.

Any P&D contractor must load and unload their freight to their vehicle at a DHL Unionized facility. The Company is in agreement with the principle that our warehouse staff will prepare the loads and unloads and the language may need to be revised for any HQ loads. The intent is that no contractor shall perform warehouse work at DHL facilities.

### **Major Centres for BC**

Victoria  
Lower Mainland (including Vancouver, Richmond, Burnaby, Abbotsford)  
\*

Kelowna  
Kamloops

\* These areas will be protected from a complete closure over the life of the Agreement.

**Note:** Nanaimo on list set for contracting out provided to Union in Toronto on January 19-23, 2009. Company has agreed to Union presentation on viability study.

### **Major Centres for Ontario**

Ottawa  
Greater Toronto Area (bordered by Oshawa, Oakville and Newmarket) \*  
Markham \*  
Brampton \*  
Burlington  
Kitchener  
London

\* These areas will be protected from a complete closure over the life of the Agreement.

### **Major Centres for Alberta**

Calgary \*  
Edmonton \*  
Red Deer \*

\* These areas will be protected from a complete closure over the life of the Agreement.

### **Major Centres for Manitoba / Saskatchewan**

Saskatoon \*  
Regina \*  
Winnipeg \*

\* These areas will be protected from a complete closure over the life of the Agreement.

### **Major Centres for Nova Scotia**

To be determined at the Local Bargaining Table.

Company preliminary shows a reduction in 2 hourly routes and 1 Owner Operator.

## **2. Bumping**

The Company respects the Union seniority principles as outlined in each collective agreement. The Union and the Company agree to cooperate fully in order to change areas of the collective agreement in reducing the domino effect of bumping and to hasten the process and limit it to a maximum disruption of five (5) days overall after the required information has been fully provided unless agreed to otherwise.

In restructuring initiatives and facility re-routes, the Company and Union agree to the principles noted above, as well as, working together to develop a single move of Union members (a paper bump).

## **3. Route Flex**

The Company and the Union agree to adopt the language noted below from the BC agreement and to have it written into all collective agreements:

“In the event it is determined that the Owner Operator is unable to make a delivery(s) or pickup(s) in his or her area, Management reserves the right to assign these stops to surrounding routes in order to maintain customer service.”

“The above is not to be used on an ongoing basis but rather is intended for one-off or short term situations.”

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

## **4. Three (3) Hour Minimum**

It is agreed by the parties that the application of the casual language regarding minimum hours of work as applied in the Alberta CBA (casual warehouse) shall be applied in all collective agreements subject to current Local practices as to type of work performed.

### **Work Assignments - General**

In the event that employees have not finished assigned work within their scheduled shifts or volunteered for extra work, employees will be required by reverse seniority to remain on shift until all work has been completed or they have been permitted to depart the work site by the Supervisor or Manager.

## **5. Payment Methodology for Owner Operators**

The Company presented a new payment system for Owner Operators as it believes that the current system does not meet the needs of the Company or the Owner Operators.

The new payment methodology as outlined below will be implemented within sixty (60) days of ratification. The current fuel escalation formula outlined in each collective agreement shall remain in full force and effect. The Unit Chair and two (2) Owner Operator representatives selected by the Union from each province will form a Committee to be consulted on paid time on the implementation of the new methodology and to address any issues arising in an effort to make the transition as smooth as possible. In addition, the Company commits to extensive monitoring of this payment process and agrees to consult with individual Owner Operators on any and all issues that negatively impact their individual payments.

The parties will ensure that the minimum bi-weekly guarantee outlined in the BC collective agreement will continue to apply and a minimum bi-weekly guarantee of two thousand dollars (\$2000) will be instituted in all other provinces provided this amount is greater than any guarantees already in place.

The Company commits to guarantee that at least eighty percent (80%) of all Owner Operator routes by district or sub-region (to be defined locally) shall earn at least the same earnings on the route compared to current methodology in each agreement.

It is understood that the Company intends each route to be completed within ten (10) hours excluding lunch and breaks under the new payment methodology. Once new routes are implemented, the Company will not reroute an Owner Operator unless there are verifiable service failures within a route, as a result of decreased volumes, or a consistent failure to meet time definite or day definite services.

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

A Supervisor or Manager must arrange for a route ride-along or follow along within seven (7) working days of the request being received.

Any agreed-upon adjustments to rates, volume, stops, or area will be retroactive to the date of the request for a route review.

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

The new methodology will include the following points:

(Add in items and any other language).

### **Laser Waybills**

Discuss language in local bargaining related to Company's intention to have every item scanned.

**6. Call Centre (British Columbia)**

The Company agrees that it will continue to operate a reasonable amount of staff in the British Columbia Call Center until at least June 1, 2009 to allow for an orderly transition.

The Company agrees that employees who voluntarily leave before their exit date during the transition period will be entitled to the full severance package.

**7. Union Office**

**The Company will provide the Union with a blind LOU outlining the following:**

The Company will provide the Union with an office space and facilities at the main premises (define in each location) for the exclusive use of authorized Union officers and representatives. The Company will provide filing cabinets, desk, chairs, a phone line, and a secure high speed internet connection for the non-private use of the Union in this office.

**8. Union Representation**

The Union will select and the Company shall recognize, a full-time Unit Chairperson who shall be a DHL employee. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots and the Union office for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested. The Unit Chair shall not be laid off or have any reduction or freezing in hours, pay, seniority or any other benefit during their term of office

The Company agrees that such Unit Chair shall receive all existing benefits and pension as per classification the amended agreement and shall also receive 120% of the top hourly P&D non HQ driving wage rate (as per each region's CBA) based on forty (40) hours per week.

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

Employees and Owner Operators holding a the 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.

*Note: Manitoba / Saskatchewan and Nova Scotia will be provided with paid time for the Unit Chair as needed.*

## **9. Severance**

The severance benefits outlined in this document is a one time offer to Owner Operators and hourly employees for closures, contracting out, facility consolidation, and re-routes as per severance listed.

Severance benefits identified in each region's CBA may be nullified with the acceptance of this offer based on discussions in local bargaining where it can be shown that the overall total of severance provided under this Agreement meets or exceeds the severance in each Agreement. Situations falling outside of the current restructuring / rerouting initiatives of the Company are not intended to be captured in this understanding.

All other situations remain status quo per respective CBAs.

### **Hourly Employees**

If the termination is as a result of a closure or contracting out of an area or abolishment of hourly driver runs due to closure, facility consolidation or contracting out, then the Company agrees to offer severance pay based on the following:

Two weeks per year of service (prorated) based on forty (40) hours per week at straight time for full time status employees on date of ratification. Severance for part-time employees shall be based on average earnings for the previous twelve (12) months active paid earnings.

The Company has offered two (2) weeks of severance for each year of service based on fifty (50) hours (prorated) per week for BC Call Centre employees working as of the announcement of the closure of the BC Call Centre. In addition to this severance, the Company will also pay one (1) month's wages as additional severance to all BC Call Centre employees as they are transitioned out from the business.

Extended benefits – Company will continue to provide benefits as per Company policy with salaried personnel for six (6) months following date of termination.

### **Owner Operators**

### **Initial Restructuring and Reroutes**



Under the initial major restructuring reroutes - \$11,500 total for 10+ years in a reroute, \$8000 total for 5-10 years in a reroute, and \$4500 total for 5 years and under in a reroute.

### **Other Initial Restructuring**

Under the current major restructuring, those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be paid severance calculated at two (2) weeks per year of service (prorated) at fifty (50) hours per week based on the straight time hourly P&D driver rates per region. This formula will also be offered to any re-route in an area already listed on the restructuring lists provided to the Union during the week of January 19-23, 2009.

### **Further Re-Routes**

Owner Operators affected by a reroute after the initial major restructuring will be paid severance of \$10,000 total for 10+ years in a reroute, \$7000 total for 5-10 years in a reroute, and \$4000 total for 5 years and under in a reroute. This clause shall be in effect for two (2) years after the date of ratification of each collective agreement.

### **Further Restructuring**

Those Owner Operators impacted by a facility closure, contracting out, facility consolidation will be paid severance calculated at two (2) weeks per year of service (prorated) at forty (40) hours per week based on the straight time hourly P&D driver rates per region.

## **10. Wages and Compensation**

- The General Wage Increase (GWI) will be 2.5%, 2.5%, 2.5%, 2.5% in each year of the Agreement effective on the ratification date of each Agreement.

The GWI outlined above will be applied to all hourly wages retroactive from the expiry date of each collective agreement for all hours worked.

For P&D Owner Operators, the GWI percentage increase will be applied retroactively from the expiry date of each collective agreement to all aspects of the current payment methodology as per past practise for increases to these classifications.

For Heavy Equipment and Line Haul Owner Operators, the GWI percentage increase will be applied retroactively from the expiry date of each collective agreement as per past practise for increases to these classifications.

For P&D Owner Operators, the GWI percentage increase applies to: Pieces, Stops, Core Zone, and Quality Payments.

**11. Term of Contracts**

The term of each contract will be effective based on the expiry date of each collective agreement and all of the agreements will expire for all provinces March 31, 2013.

**12. Restructuring Issues**

- The Company agrees to work with the Union on language to protect severance pay from EI claw backs.
- The Company agrees to provide the Union with \$500 per person in affected by contracting out or closures to put an Adjustment Committee funds. The Company will work with the Union in each province to provide office space to set up an Action Centre for the Adjustment Committee to perform its work.
- The severance packages may be put in escrow where possible provided there are no additional costs to DHL.

**13. Local Issues**

- It is agreed that the Bargaining Committees in each province will meet as soon as possible to attempt to discuss and resolve local issues.

DATED THIS 7th DAY OF February, 2009 AT NEW WESTMINSTER, BC.

Letter of Understanding  
Between  
DHL EXPRESS (CANADA) LTD.  
And  
CAW LOCALS

Alberta locals 4050  
Man/Sask locals 4215  
Ontario Locals 4457 ✓  
Nova Scotia Locals 4005

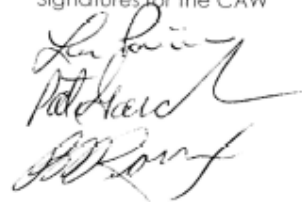
The parties agree that if an O/Qp attempts an unsuccessful /non-billable delivery or pick-up, they will be paid on their invoice, providing they fill out an exception code explanation document (as per attachment), and have followed correct scanning process as per Company policy.

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.

Signatures for the Company

A handwritten signature in black ink, appearing to be 'Steph King', with a long horizontal line extending to the right.

Signatures for the CAW

Three handwritten signatures in black ink, stacked vertically, representing the CAW.

**LETTER OF UNDERSTANDING  
BETWEEN CAW4457 & DHL EXPRESS**

**RE: DATA ENTRY**

Due to technological change in Data Entry, the bargaining unit members who will be displaced will be given the first opportunity to be placed in other Clerical positions.

The displaced individuals will have to pass the Customer Service typing and geography test and will be interviewed for English comprehension with a Steward or the Local Chairperson present, unless the employee does not want the Union present and confirms so in writing.

The individual will be given 3 months on the job training to attain suitable standards on the job.

*April 9, 2009*  
Dated: ~~March 16, 2009~~ *24* *hr*

For the Union,

*Richard*

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For the Company,

*Stuart King*

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*APRIL 9, 2009 5:44 PM*

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**Letter of Understanding**

**Between**

**DHL EXPRESS (CANADA), LTD.**

**And**

**CAW – CANADA  
Local 4457**

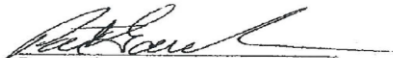
**Bumping of Lead Hand Positions**

It is agreed by both parties that lead hand positions may only be bumped by other lead hands provided said lead hand is within the same classification and posses the required skills and qualifications for the position being bumped.

It is also understood that there is no bumping of hours.

It is also understood that lead hand positions though appointed positions, are to be posted and open for all to apply for and be considered for the position. Individuals applying for lead Hand positions must have at least one year of service with the company.

For the Union

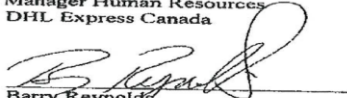


Pat Gardner  
Unit Chair  
CAW Local 4457

For the Company



Stephen King  
Manager Human Resources  
DHL Express Canada



Barry Reynolds  
Area Operations Director  
DHL Express Canada

Dated this 13th day of May 2010

## LOU ATTENDANCE

The following will represent the DHL Attendance Policy regarding

ABSENTEEISM in Ontario:

An instance of ABSENCE will be recorded when an employee fails to report for work, leaves early from his/her assigned shift or is tardy for an assigned or volunteered for shift.

Any employee wishing to leave early, if available, must sign in with the on-duty supervisor. The employee must sign the sheet which will be maintained with the on duty supervisor. The on-duty supervisor will then, if available, allow the employee(s) to leave in order of seniority. Preference will be given to the individuals who have signed the list during the first two hours of their shift.

In the event that a supervisor has agreed to an early departure of an employee prior to the completion of his/her shift, an instance will not be recorded providing the supervisor has noted and signed as such. The supervisor has the sole discretion to authorize this on an individual basis depending on their assessment of the daily work load requirements, and the company's right under the collective agreement to manage the business.

Any documentation which may justify your absence must be submitted to the company on your first day of work following the absence. (this is not applicable for the first three instances)

1. The company will allow all employees three (3) separate instances of absence within twelve (12) months without disciplinary action. The twelve months will be extended backwards from the latest absence to the day following the anniversary date in the previous year. An "Instance of Absence" will be inclusive of individual days running successively.
2. The Company is to be given notice of a day of absence (at least two hours (120 minutes) prior to the employee's assigned start time. The employee is to contact the individual as decided by department and or facility posted on bulletin boards. The Company shall post and maintain a current list of authorized persons to receive the notice.

All calls must be placed to one of the authorized persons. In the event that you cannot get a hold of an authorized person, a voice mail message will be accepted. All voice mail messages are dated and timed automatically in the phone system when a voice message is left.

3. The employee may be questioned as to the reason for the absence at the time they have given advance notice.

An instance of absence, without prior notice as outlined above interferes with the Company's operation and shall for this reason be considered as two separate instances of absence. Failure to call will also result in two separate instances of absence as well .

4. The progressive rate of disciplinary action for persistent absenteeism exceeding 3 separate instances in a consecutive twelve month period is to be as follows:

- Upon the fourth instance of absence the company will place a written verbal record of warning in the employee's file.
- Upon the fifth instance of absence the company will place a written record of warning in the employee's file.
- Upon the sixth instance of absence the company will issue a one day suspension without pay .
- Upon the seventh instance of absence the company will issue a three day suspension .
- Upon the eighth instance of absence the company will issue a five day suspension.
- Upon the ninth instance of absence the company will issue a thirty day suspension .
- Upon the tenth instance of absence the company will terminate the employee employer relationship.
- In the event an employee does not receive an instance in any 6-month period from the last obtained instance, the said instance will be removed from their file providing they submit documentation to validate the next latest incident

- 5 Anyone sent home for unsafe work practices during the course of their shift (i.e. failure to bring or wear their safety boots) will be assessed an instance of absence for that shift.

6 When an employee reports to work late, the company will manage such occurrences; in the following manner:

- An employee who reports to work more than 1 hour (60 minutes) but less than 2 hours ( 120 minutes) after their assigned start time will only be allowed to start at the discretion of the company. Should the company decide that the employee will not be allowed to start the employee will be sent home and the instance will be recorded as an absence.

The definition of tardiness which constitutes an absence will be understood as an employee that is not at their assigned work station for their scheduled start time.

The Company commits to train all employees on this Attendance Policy prior to implementation, this policy shall be posted along with the appropriate contact telephone numbers in all work stations.

This agreement becomes effective August 16, 2010

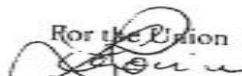


With the signing of this agreement the union hereby withdraws all grievances and arbitrations in regards to Lateness and/or Absenteeism.

Dated August 3, 2010

For the Company

Stephen King



For the Union  
  
Len Poirier  
  
Bryant LeRoux  
  
Kris Lourenco



**LETTER OF UNDERSTANDING**

**BETWEEN**

**DHL EXPRESS (Canada), LTD.**

**(Hereinafter referred to as "the Company")**

**AND**

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS**

**UNION (CAW - CANADA)**

**(Hereinafter referred to as "the Union")**

**PAYMENT FROM SCANNER**

During the term of this agreement, the Company intends to convert paying Owner Operators from the hand held devise (Pulse) thereby eliminating payments from handwritten route sheets. The Company will work with the Union and Owner Operators to develop, test, and implement the electronic capability.

During this process the Company will work with the Union and Owner Operators to simplify the payment methods. It is agreed by both parties that a pilot project will be implemented at a branch of the Company's choice for a period of sixty (60) days. At the expiration of the sixty (60) day period, both the Company and the Union will sign off to a staged implementation.

**Letter of Understanding  
Between  
Canadian Auto Workers Local 4457  
And  
DHL Express (Canada) Ltd.**

Re: Collections Department

Effective immediately the Company and the Union agree to the creation of minimum experience standards that will be used to determine an individual's initial eligibility for job transfers within the department.

Individuals within the department will be divided into 3 sub categories for classification purposes.

1. Inbound Collections
2. Adjuster Collections
3. Outbound Collections

Furthermore the following experience is required:

<b>Position</b>	<b>No Previous Collecting Experience</b>	<b>&gt;1 Year of Previous Collecting Experience</b>
Inbound Collections	A minimum of 1 year DHL customer service experience. Or able to meet CS entry requirements plus 1 year DHL service.	A minimum of 1 year DHL customer service experience. Or able to meet CS entry requirements plus 1 year DHL service.
Adjuster Collections	A minimum of 1 year of DHL collections department experience.	A minimum of 1 year of DHL collections department experience.
Outbound Collections	A minimum of 2 years of DHL Adjuster Collections experience.	A minimum of 1 year of DHL Adjuster Collections experience.

The rate of pay will not change. It is only the classification's minimum qualifications that are being firmly established.

**Letter of Understanding  
Between  
Canadian Auto Workers Local 4457  
And  
DHL Express (Canada) Ltd.**

**Guide to dress code for non uniform Clerical staff**

The objective in establishing a dress code is to allow our employees to work comfortably in the workplace. This is a general overview of appropriate casual attire. Items that are not appropriate for the office are listed. This list indicates what generally acceptable & non acceptable attire is. All employees must exert a certain amount of judgment in their choice of clothing worn to work. Staff is not expected to be able to afford the same clothing as a corporate CEO. However, do invest in quality that looks appropriate during your first two & three years on the job for business casual environment or occasions.

Not all casual clothing is suitable for the office. These guidelines will help you determine what is appropriate to wear to work. Clothing that works well for the beach, yard work, dance clubs, exercise sessions, and sports contests may not be appropriate for a professional appearance at work.

Clothing that reveals too much cleavage, your back, your chest, your feet, your stomach or your underwear is not appropriate for a place of business.

Even in a business casual work environment, clothing should be pressed and never wrinkled. Torn, dirty, or frayed clothing is unacceptable. All seams must be finished. Any clothing that has words, terms, or pictures that may be offensive to other employees is unacceptable. Clothing that has the company logo is encouraged. Sports team, university, and fashion brand names on clothing are generally acceptable.

**Guide to Business Casual Dressing for Work**

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work.

**Slacks, Pants and Suit Pants**

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, dressy jeans, walking shorts and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

## **Skirts, Dresses, and Skirted Suits**

Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Short tight skirts that ride halfway up the thigh are inappropriate for work. Mini-skirts, Skorts, sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office.

## **Shirts, Tops, Blouses and Jackets**

Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; shirts with potentially offensive words, terms, halter-tops; sweatshirts, and under-shirts unless worn under another blouse, shirt, jacket, or dress.

## **Shoes and Footwear**

Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, slippers, are not acceptable in the office.

## **Hats and Head Covering**

Hats are not appropriate in the office. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

## **Conclusion**

If clothing fails to meet these standards, as determined by the employee's supervisor and Human Resources staff, the employee will be asked not to wear the inappropriate item to work again. If the problem persists, the employee may be sent home to change clothes.

**Letter of Understanding  
Between  
Canadian Auto Workers Local 4457  
And  
DHL Express (Canada) Ltd.**

**Hybrid Classification**

The parties agree to the creation of a Hybrid position classification in an attempt to create where possible viable full time jobs.

Hybrid classification positions shall be paid the prevailing rate for each type of work being done as per the classification rate of each portion.

FOR THE COMPANY:

*Greg Hewitt*

Greg Hewitt  
President

*Patricia Vanelli*

Patricia Vanelli, Snr. Director HR

*Darryl Wettlaufer*

Darryl Wettlaufer, Area Operations Mgr.

FOR THE UNION:

*Len Poirier*

Len Poirier

*Bryant Leroux*

Bryant Leroux

*Joe Cannon*

Joe Cannon

*Michael Lawrence*

Michael Lawrence

Gary Millen

*Nigel D. Costa*

Nigel D. Costa

*Jawed Fundolay* (JUST ATTORNEY (FUNDOLAY))

Jawed Fundolay

*Scott Dulmage*

Scott Dulmage

Sivadas Santhosh

Executed at Toronto this 16 th day of July, 2014