

COLLECTIVE AGREEMENT

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HOURLY EMPLOYEES

BETWEEN

DHL EXPRESS (CANADA) LTD.
IN THE PROVINCES OF
MANITOBA AND SASKATCHEWAN
(HEREINAFTER REFERRED TO AS THE "COMPANY")

AND

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW-CANADA) LOCAL 4215**
IN THE PROVINCES OF
MANITOBA AND SASKATCHEWAN
(HEREINAFTER REFERRED TO AS THE "UNION")

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CANADA

July 11, 2006 - July 10, 2009

14049 (01)

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THIS AGREEMENT entered into this **4th day of March 2007** BETWEEN:

DHL Express (Canada) Ltd., in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the “Company”)

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and GENERAL WORKERS of CANADA (CAW-Canada) Local 4215 in the provinces of Manitoba and Saskatchewan (hereinafter referred to as the “Union”)

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 **bargaining unit members** of the Company in the classifications as contained within this Agreement and to prevent strikes, lockouts and other work stoppages and/or slowdowns during the term of the Agreement.

WHEREAS the parties to the 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.

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

ARTICLE 1 - UNION RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all **members of the bargaining unit** specified as follows:

All **bargaining unit members** of DHL Express (Canada) Ltd., working in the provinces of Manitoba and Saskatchewan, excluding supervisors, **salaried staff**, and those above the rank of supervisor and regional personnel.

Properly qualified officers of the National Union or Local Union **Executive or designates** shall be recognized by the Company in discussing any and all matters affecting the Collective Agreement between the Company and members of the Union.

- 1.02 **Bargaining unit members** shall be represented by the Union Committee which shall consist of **elected or appointed representatives from the Local Union. This will include the Local Chairperson in each location to a maximum of three (3) representatives in each of Saskatoon and Regina and a maximum of five (5) representatives in Winnipeg.** The Chairperson of this Committee/**the Unit Chairperson** shall act as the liaison between the **bargaining unit members** and the Company. The Committee and/or the Unit Chairperson may at any time call upon the services of an accredited representative of the National Union to assist them. **Other** representatives from the Local Union shall be recognized by the Company only when requested by the Unit Chairperson.
- 1.03 The provisions of Part I, Chapter L-2, Section 43 of the Canada Labour Code dealing with successor rights and obligations **are** recognized by the parties. It is also agreed that during the life of the Agreement there will be no strikes, **work stoppages, slowdowns**, or lockouts. A strike or lockout shall be defined as per the meaning outlined in the Canada Labour Code.
- 1.04 The Company shall not discriminate against any Union Committee **members** who, from time to time, represent other **bargaining unit members**.
- 1.05 The Unit Chairperson shall promptly notify the Company, in writing, of the name of the **bargaining unit members** comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Unit Chairperson or designate, in writing, of the Managers or Supervisors with whom said accredited Representatives shall deal and any changes thereof.
- 1.06 (a) The Union agrees that there will be no Union activities carried out during working hours, except those necessary in connection with the administration of the Agreement and/or **grievable matters**.
- (b) Accredited representatives of the Union shall have access to the Company's premises during **normal** 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.

(c) **The Union agrees that the above activities will not cause an interruption in the Company's working schedule. If the above activities may cause a delay in the working schedule, the Local Chairperson or Shop Steward will request permission from his/her supervisor to attend to his/her Union duties and such permission will not be unreasonably withheld. The Union representative shall return to their regular duties as expeditiously as possible.**

- 1.07 The Company agrees to provide space for a Bulletin Board at each of its terminals for exclusive use by the Union for postings provided that they are authorized and signed by **the Unit Chairperson. Nothing of a derogatory or slanderous nature against any individual or the Company shall be posted.** The said notice board shall not be located in any place where the general public has access.
- 1.08 It is hereby agreed that all **bargaining unit members** shall become members of the Union and shall, as a condition of employment, remain members of the Union.
- 1.09 The Company agrees to deduct from the pay of each **bargaining unit member** covered by this Agreement, an amount of Union dues **and initiation fees** as specified by the Union and forward the full amount to the Financial Secretary of the Local Union. Deduction will be made from the last pay in each month and forwarded within fifteen (15) **business** days of deduction. The monthly remittance shall be accompanied with a list of **bargaining unit members'** names, active or inactive status and amounts so deducted with a copy of such deduction given to the Unit Chairperson.
- 1.10 The Company shall show the total amount of Union dues deducted on the **hourly** employee's T-4 slip issued at the end of each calendar year.
- 1.11 The Company shall furnish to the Unit Chairperson a list of all new **bargaining unit members** taken into employment by the Company including address, classification, hourly rate and phone number. The Unit Chairperson will supply the Company with deduction authorization forms and membership applications, which shall be signed by all new **bargaining unit members** on the date of hire. It will be the responsibility of the Company to ensure that all forms and membership fees are forwarded to the Local Financial Secretary within fifteen (15) **business** days from the date of hire. The Company shall, at the time of hiring, inform the Unit Chairperson and the **bargaining unit member** as to their status regarding whether they are a full-time or part-time **hourly** employee.
- 1.12 The Company shall not require a **bargaining unit member** covered by this Agreement 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 among or against, or to deliver any product or goods to any person, or employees of any person with whom a

Union has a legal picket or placard line around or against, subject to discussion between the parties.

- 1.13 Any **bargaining unit member** elected or appointed to a full-time position with the Union or any affiliated organization shall be granted an indefinite leave of absence without pay provided that thirty (30) **calendar** days notice is given to the Company prior to the beginning of such leave. During such leave, the **bargaining unit members'** seniority shall accumulate; welfare benefits shall be suspended thirty (30) **calendar** days after such a leave commences; and, annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the **bargaining unit member** returns to work. Should the **bargaining unit member** request a continuation of welfare benefits during such leave, the premium will be remitted to the Company prior to the month(s) in question.
- 1.14 The Company shall grant a leave of absence without pay to any **bargaining unit member** who attends essential Union business. The Unit Chairperson or designate will give a minimum of five (5) **business** days notice of such request for one (1) **hourly** employee per location, special requests requiring one day's notice will not be unreasonably denied, and fifteen (15) **business** days notice for up to three (3) **hourly** employees per location. It is agreed that in the event of an emergency occurring, the members of the Union Committee will be granted a leave of absence upon request.
- 1.15 The Company may request that a Union representative be sent to another branch for consultation. Such **hourly** representative will be paid at the regular rate of pay for traveling time as well as for hours of consultations, up to a maximum of normal shift hours. **Owner-Operator representatives will not suffer any loss of revenue.** The Company will assume all **travel** expenses.
- 1.16 No officer of the Company shall perform bargaining unit work on a regular on-going basis but may assist in an emergency situation.
- 1.17 The Company agrees not to enter into any agreement or contract with the **bargaining unit members**, individually or collectively, which in any way conflicts with the terms and provisions of **this** Agreement, **with the exception of specials.** Any such agreement will be null and void.
- 1.18 (a) The Company shall not contract out any bargaining unit work except in the event of an emergency situation where no qualified employee is available on a straight time or overtime basis. The Company may then use the services of a temporary agency. It is further agreed that regular employees must advise the Company in writing of their availability to perform this work. This applies to existing Company operated facilities.

The Company and the Union agree to jointly monitor the use of temporary agency employees by:

- (i) Providing to the Unit Chairperson a monthly list of all temporary agency employees who have worked more than ten **(10) business** days in the month including classification worked, hours worked, and reason for engagement, and
 - (ii) Upon request of the Unit Chairperson, a meeting will be convened to review the use of agency employees with the view of investigating ways and means to return this work **to bargaining unit members**, ie. creation of seasonal temporary positions (vacation relief).
- (b) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Owner-Operators/Company employees, members of the Union, in the categories covered in this Collective Agreement.
- 1.19 **The Company agrees to advise all new bargaining unit members of the fact that a Collective Agreement is in effect and, within the first thirty (30) calendar days from the date of hire, will introduce him/her to the Unit Chairperson provided the Chair and the member both work at the same location.**

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the Company's right and exclusive function to manage and generally direct and operate its business activities to include:
- (i) The right to hire, transfer, promote, demote, classify, lay-off, suspend, discharge, or otherwise discipline **bargaining unit members** for just cause.
 - (ii) The right to maintain order and establish and enforce just rules and regulations governing the conduct of **bargaining unit members**.
 - (iii) The right to reduce overtime hours wherever and whenever possible.
 - (iv) The right to determine the products to be handled and the methods of handling and processing and related scheduling of personnel and operations.
 - (v) The right to assign work by the most economical means available to the Company.
- 2.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.
- 2.03 The above clauses shall not deprive **bargaining unit members** of the right to exercise the grievance procedure as outlined in this Agreement.

ARTICLE 3 - GRIEVANCE PROCEDURE

- 3.01 It is the intention of the parties that this procedure 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 Any complaint, disagreement or difference of opinion between the Company and the Union or the bargaining unit members covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.
- 3.03 (a) A grievance concerning a dismissal shall be submitted at Step 3.
- (b) A policy grievance filed on behalf of the Union or the Company shall be submitted at Step 3 of the grievance procedure.
- (c) Any grievance which is not presented by the Union within fifteen (15) business days from the event giving rise to the grievance, shall be forfeited and waived by the aggrieved parties. Any grievance not answered by the Company within the prescribed time limits will be advanced to the next step of the grievance procedure.
- 3.04 Any bargaining unit member and/or Shop Steward having a complaint must first orally discuss the matter with the Supervisor and/or Operations Manager. Should such discussion not result in a satisfactory resolution of the problem, the following steps will be followed:

Step 1 - The Union Steward or designate shall submit their formal grievance in writing to the Supervisor and/or Operations Manager. A written response will be provided within three (3) business days of receipt. If a satisfactory settlement cannot be reached, proceed to Step 2.

Step 2 - The Unit Chairperson or designate will have five (5) business days from the receipt of the Step 1 response to present the written complaint in person to the General Manager. At that time, the General Manager will have five (5) business days to respond in writing. If a satisfactory settlement cannot be reached, proceed to Step 3.

Step 3 - The Unit Chairperson or designate will have ten (10) business days from the receipt of the Step 2 response to review the matter with the National Representative of the Union and to present the complaint to the Regional Vice President of the Company or designate. Upon conclusion of the discussion between these three (3) parties, the Regional Vice President or designate will respond within ten (10) business days.

Failing a satisfactory settlement, the grievance may then be referred to Arbitration, as established in Article 4 of this Agreement, within twenty (20) business days from the date of the Step 3 response.

- 3.05 The time limitations prescribed in Article 3 may be extended, but only by mutual consent of both parties in writing. Time limit extensions will not be unreasonably denied.
- 3.06 All grievance meetings held between the Union Committee and the Company shall be held during regular working hours except by mutual agreement.
- 3.07 All monetary grievances that are mutually agreed upon, shall be paid the following pay period, either by separate cheque or, in the alternative, the bargaining unit member's regular cheque shall be accompanied by a written statement outlining the amount and the grievance settlement involved.
- 3.08 Upon request, copies of an hourly employee's hours of work will be provided to the Union Chairperson for the purpose of investigating grievances.

ARTICLE 4 - DISCIPLINE AND DISCHARGE

- 4.01 A bargaining unit member who has completed their probationary period will not be disciplined or discharged without just cause and will have the right to appeal the discipline through the grievance procedure.
- 4.02
 - (a) Prior to issuing discipline, the Company will convene a disciplinary interview with respect to the alleged incident giving rise to the discipline. The interview shall be convened within fifteen (15) business days from the date on which the Company became aware of the alleged incident, unless the investigation cannot be completed in this period.
 - (b) Any discipline administered outside of fifteen (15) business days from the date of the discipline on which the Company became aware of the alleged incident will be declared null and void.
 - (c) An extension of time limits in this Article will be by mutual consent only and in writing.
- 4.03 Prior to convening a disciplinary interview, the Company will provide the affected bargaining unit member with reasonable advance notice of the meeting in writing with a copy to the Unit Chairperson, setting out the nature of the matter to be discussed.
- 4.04 The disciplinary interview will not be convened unless the bargaining unit member has Union representation at the meeting.
- 4.05 A copy of all disciplinary notices to any bargaining unit member covered by this Agreement shall be forwarded to the Unit Chairperson.

- 4.06 Any reprimand notices or disciplinary measures will remain on the **bargaining unit member's** file for one (1) 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 (1) year period, the reprimand or disciplinary notice will be physically removed from the file with all copies given to the Unit Chairperson. If a repeat infraction occurs within the one (1) 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.
- 4.07 **Any Company imposed discipline regarding driving infractions or matters of a criminal nature will remain on the disciplinary record indefinitely.**
- 4.08 Any **bargaining unit member** shall be allowed to inspect their own disciplinary or contract file in the presence of the Company, during normal business hours. The Unit Chairperson or designate, may accompany the **bargaining unit member** to inspect their own disciplinary or contract file.
- 4.09 **It is agreed that theft is a very serious infraction which negatively impacts the Company and the Union. The penalty for proven theft may be termination.**

ARTICLE 5 - ARBITRATION

- 5.01 Failing a satisfactory settlement of a grievance at Step 3 of the grievance procedure, either party may request that the matter be referred to Arbitration. Such notification must be made in writing within twenty (20) **business** days of **receipt of the Step 3 response.**

During this period and prior to said notification the Regional **Vice President of the Company** and/or designate, Unit Chairperson or designate, and/or National Representative **of the Union** will meet to review all details of the grievance with a view to resolve said matter.

- 5.02 The following six (**6**) Arbitrators will be appointed on a rotation **and provincial** basis, subject to availability:

1. Diane Jones (Manitoba)
2. **Daniel Ish** (Saskatchewan)
3. Arnie Peltz (Manitoba)
4. **Michael Werier** (Manitoba)
5. Bob Pelton (Saskatchewan)
6. Blair Graham (Manitoba)

- 5.03 No person involved directly in the controversy under consideration shall be an Arbitrator.
- 5.04 The Arbitrator shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigations as it deems essential to a full understanding and determination of the issue involved. 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.

5.05 The decision of the **Arbitrator** on all arbitrable questions shall be binding and enforceable on all parties.

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

ARTICLE 6 - SCHEDULING WORKING HOURS AND OVERTIME

6.01 Except as provided in Article **6.05** and **6.06**, the work week may be scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one half (1 ½ times) the basic rate **of pay**. All time worked in excess of eight (**8**) hours (ten (10) hours in **accordance with Article 6.05**) per day, will be paid at time and one half (1 ½ times) the basic rate for the classification.

6.02 **Hourly** employees will be paid according to the hours scheduled **unless they are allowed by the Company to leave work at their own request. No reasonable request will be denied.**

6.03 Any employee ordered to report for work at a time specified by the Company, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.

6.04 No employees shall be required to take time off in lieu of overtime hours worked.

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

6.06 (a) Regular part-time employees will be given the first opportunity by seniority and by classification to supplement their hours of work by indicating in writing their desire to be called for additional hours. This information will be updated by the employee by the first working day of each month; however, the Company is not restricted to the persons on this list. This item will not permit part-time employees to require regularly assigned casuals to give up their hours.

(i) **The list will be posted and a copy forwarded to the Unit Chairperson.**

(ii) **Any employee that refused extra work when offered shall be removed from the list for the remainder of the month.**

(iii) **All extra work will be by branch and group only.**

(b) When additional hours worked can reasonably be foreseen amounting to a maximum of eighty (80) hours in any one pay period, when included with the

employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.

- (c) Part-time employee hours will be averaged over the weekly pay period. Time and one half (1 ½) will be paid on hours in excess of forty (40) hours in any one work week.
- (d) Additional hours which are a continuation of a regularly scheduled shift are exempt from this provision.
- (e) When the Company determines that overtime is required, the Company will endeavor, wherever practicable, to utilize the most senior qualified available employee in that classification for overtime assignments when those assignments are known in advance and involve four (4) or more hours of work. All overtime hours will be voluntary. Any employee who wishes to be considered for such assignments must advise the Company in writing and update the advice by the first working day of each month however, the Company is not restricted to the persons on the list. The Company will post the list of employees who have signed.

6.07 Any scheduled full-time **hourly** employee required to perform work before the scheduled reporting time, at the request of their supervisor, will be compensated at the applicable overtime rate based on fifteen (15) minute increments provided the employee has completed the regular schedule work day.

It is further understood the early call-in starting will be scheduled at fifteen (15) minute intervals.

6.08 All shifts over five (5) consecutive hours, shall have a one half (1/2) hour unpaid meal period between the fourth (4th) and sixth (6th) hour, unless otherwise mutually agreed to by the Company and the employee.

6.09 All **hourly** employees covered by this Collective Agreement shall, for each four (4) hour period worked have a fifteen (15) minute Company paid rest period.

Hourly employees who work more than six (6) hours will receive two (2) fifteen (15) minute Company paid rest periods.

No breaks will be taken in the first or last hour of work on a shift unless mutually agreed to by the supervisor and the employee.

6.10 All overtime hours shall be offered in order of seniority **provided the employee has sufficient qualifications to perform the required work.**

6.11 When there is a vacancy in an Owner-Operator run, the work will be offered to the **hourly** employees in order of seniority until such time as the run is permanently filled. The Company will use existing **hourly** employees however, if there are no **hourly**

employees available, the Company will fill the work with agents until the posting is complete. This would apply to any vacant position.

ARTICLE 7 - STATUTORY HOLIDAYS

7.01 The following statutory holidays will be observed with pay:

New Year's Day	1st Monday in August
Canada Day	Christmas Day
Thanksgiving Day	Victoria Day
Remembrance Day	Labour Day
Good Friday	Boxing Day

7.02 An employee shall be paid for any statutory holiday falling during their vacation, in addition to vacation pay.

7.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, by mutual consent, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following their vacation.

7.04 In the case of a **statutory** holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their **statutory** holiday and their work week will then commence on Monday. In case of a **statutory** holiday falling on a Friday, Thursday shall be their **statutory** holiday and their work week would then be completed on Thursday morning.

7.05 Eligible employees are those employees who are full-time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to pay for the above noted holidays, although no work is performed provided such employees work their full scheduled shift prior to the holiday and their full scheduled shift after the holiday, unless excused by their supervisor. Reasonable reasons for absences shall be recognized by the Company.

7.06 Holiday pay will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours per day worked by the employee during the previous twenty (20) **worked** days.

7.07 Those employees working in **accordance with Article 6.05** will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for their classification.

7.08 If an employee's normal shift starts prior to 12:01 A.M. of the declared holiday, the employee will be paid at their regular scheduled rate. Any employee commencing work

before 11:59 P.M. of the declared holiday will be paid at time and one half (1 ½ times) for the day worked in addition to the holiday pay.

- 7.09 In the event a statutory holiday is proclaimed by the federal or provincial government, such holiday shall also be observed if not already listed in the above holidays.

ARTICLE 8 - VACATION AND VACATION PAY

- 8.01 (a) Each employee will select their desired time for vacation, understanding that vacations cannot be taken until after seniority date. An employee shall be required to select their vacation dates prior to March 31st of each year. Any employee failing to select their vacation date, except for bona fide sickness or injury where the Company is unable to contact, shall be required to wait until all other eligible employees within the depot or branch have selected their dates.
- (b) The Company shall post the list of chosen vacation dates on the Company bulletin board by April 15th. These shall be considered as the Company approved vacation schedules. All vacation requests submitted after April 15th will be responded to within ten (10) business days. These requests shall be granted on a first come first serve basis.
- (c) Should the Company not post the vacation list by April 15th, or fail to respond to a vacation request in accordance with (b) above, the hourly employees' request(s) will be escalated to a Step 3 grievance.
- (d) Any employee who wishes to change their selection after March 31st will not be able to exercise their seniority rights on their revised selection, which shall require the Company's approval.
- (e) A copy of the approved vacation schedule and any changes or updates shall be forwarded to the Unit Chairperson.
- 8.02 The Company will permit an acceptable level of employees to take vacation at the same time provided the business needs can be maintained. The Company will determine the level of business requirements. However, it is understood that the vacation requests will not unreasonably be refused.
- Any changes to an existing and approved schedule can only be made by mutual agreement between the supervisor and the employee.
- 8.03 Employees may split their vacation weeks, if they desire, or take them consecutively up to a maximum of three (3) weeks. Under special circumstances, this may be extended by mutual agreement between the Company and the employee. Such requests will not be unreasonably denied.
- 8.04 Full time and part-time employees who have completed one (1) year of service as regular employees shall be entitled to vacation with pay on or after their seniority dates.

Years Service	Entitlement Weeks	% of Earnings
One (1)	Two (2)	4%
Four (4)	Three (3)	6%
Eight (8)	Four (4)	8%
Twelve (12)	Five (5)	10%

Effective July 11, 2008 the following will apply:

Three (3)	Three (3)	6%
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- 8.05 Full-time and part-time employees will receive vacation pay at the percentage entitlement applied to their annual gross earnings for their anniversary year for which they are receiving their vacation. **Upon request, casual employees will receive their vacation pay which has been accrued at four percent (4%) of their earnings.**
- 8.06 Vacation pay shall be paid to the **hourly** employee by separate cheque immediately preceding their departure on vacation. Upon written request an employee's vacation pay will be paid to **hourly** employees on their return from vacation with thirty (30) **calendar** days notice prior to the commencement of the vacation.
- 8.07 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in by mutual agreement, prior to them returning to work, the employee and the Company will reschedule the employee's remaining vacation by mutual agreement.
- 8.08 **Any hourly employee leaving the employ of the Company, or upon retirement, shall be entitled to be paid out any accrued vacation as per Article 8.04.**
- 8.09 Employees must take their earned vacation for which they are eligible, within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year to year except when the employee is absent on leave of absence for medical purposes.

ARTICLE 9 - PENSION, HEALTH AND WELFARE

- 9.01 **RETIREMENT:** The retirement date for all employees will be the first day of the month following the employee's sixty-fifth (65th) birthday unless the employee was born on the first day of the month in which their retirement date is their sixty-fifth (65th) birthday.
- 9.02 The Company shall provide a comprehensive health and welfare plan, the cost of which will be paid in full by the Company.

These benefits include:

- (1) Death benefits
 - Life Insurance up to a maximum of \$40,000 based on the options selected in the plan
 - Accident, Death and Dismemberment up to a maximum of \$40,000 based on the option selected
- (2) Provincial Medical Insurance applicable for each province
- (3) Major Medical Insurance
 - Prescriptions will be covered 100% with no deductible
- (4) Dental Plan - 3 month waiting period.
- (5) Weekly Indemnity
 - Short Term Disability - 70% of average weekly earnings up to the EI maximum for 15 weeks
 - Long Term Disability - 70% of average weekly earnings to a maximum of \$300.00/week for two (2) years
 - Average weekly earnings will be based on the six (6) weeks prior to disability
- (6) Felonious Assault - \$20, 000 from the date of hire
- (7) Personal Accident Insurance
 - Optional insurance paid for by the employee
- (8) Vision Care
 - \$250.00 every 24 months for employee and eligible dependents

The above is an outline of the program offered, the actual benefits, waiting periods and amounts payable are outlined in the brochures available from the Company.

- 9.03 The Company will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

Any new eligible dependents (spouse, unmarried children), must be enrolled within the thirty-one (31) day eligibility period **from the date on** which an employee acquires a dependent.

The employee must complete a Declaration of Status document in order to qualify for health and welfare benefits.

A spouse is deemed to be:

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

9.04 SICK LEAVE PAY

- (a) Employees who work sixteen hundred (1,600) hours or more in the previous year shall, upon each anniversary year of employment, have six (6) days, forty-eight (48) straight time hours sick leave with pay placed in their sick leave bank.
- (b) Unused sick leave days will be paid out at straight time rate at the end of each anniversary year providing that the bank does not go below **six (6)** days per year. All sick leave entitlement previously granted will be required for sick leave or paid out within the maximum cash out of six (6) days per year. Maximum cumulative sick days in the bank cannot exceed thirty-six (36) days.
- (c) If an individual's status (full-time; part-time) changes they will have thirty (30) **calendar** days to withdraw hours in excess of their new maximum cumulative days.
- (d) **Employees will be eligible to use their sick leave entitlements for day care conflicts, family emergencies, and dental/medical appointments.**
- (e) Regular part-time employees will be credited with sick leave based on hours worked for each anniversary year of employment multiplied by a factor of .03. Maximum cumulative days in the bank cannot exceed thirty-six (36) days.

9.05 PENSION PLAN

- (a) The Company shall contribute to the National Automobile, Aerospace, Transportation and General Workers Union Pension Trust Fund.

(b) Contribution by Company

For each employee covered by the Pension Plan, the Company shall contribute the equivalent of three and a half percent (3.5%) of the employee's earnings as defined in the Collective Agreement.

Contributions by Employees

Every employee covered by the Pension Plan shall contribute three and a half percent (3.5%) of their earnings as defined in the Collective Agreement, to be deducted from every pay cheque.

- (c) The 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 payable to the Trustees of the Pension Trust Fund Administrator as designed by the National Automobile, Aerospace Transportation and General Workers Union.
- (e) The Pension Plan Administrator agrees to provide full disclosure to a representative of the Company on a regular basis (minimum one (1) year).

9.06 The Company 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 shall be provided at the date of hire and upon request.

ARTICLE 10 - SENIORITY

10.01 (a) A bargaining unit member's 'district seniority' date is defined as the length of continuous service the bargaining unit member has in the district since the date he/she last entered into the service of the Company.

A bargaining unit member's 'group' seniority is the date on which the bargaining unit member last entered the group within the branch (Hourly or Owner-Operator group).

Bargaining unit members will not be permitted to transfer seniority from one group to the other unless specifically set out in this Agreement.

- (b) The purpose of seniority is to provide a policy governing preference for jobs, bumping in accordance with the Collective Agreement, vacation scheduling, lay-offs and recalls.

- (c) Service is a bargaining unit member's continuous service from the date they last entered into service of the Company and is used for vacation entitlement and pension where applicable.

10.02 A list indicating bargaining unit members' seniority date and name shall be placed on the Company bulletin board in each branch on a quarterly basis. A copy of the list shall be provided to the Unit Chairperson. Errors will be corrected by mutual agreement, in writing, between the Unit Chairperson and the Company.

10.03 (a) All hourly employees shall be considered **as** on probation during the first ninety (90) calendar days worked following their last date of hire. If found unsuitable during this period, such employee will not be retained in the service. After the completion of this ninety (90) calendar day period, the employee shall be placed on the seniority list and their seniority shall be established retroactively from their date of last hire.

- (b) In the event that a casual worker secures a part-time or full-time position, they will not be required to repeat the probationary period outlined in Article 10.03 (a) provided they have worked seven hundred and twenty (720) hours with the Company.

10.04 Hourly employees shall lose their seniority and their employment will be terminated under this Collective Agreement in any of the following events:

- (a) They are discharged for cause and not reinstated under the grievance/arbitration process;
- (b) They voluntarily leave the employ of the Company;
- (c) They fail to report for work after a lay-off within five (5) working days following the recall date of return to work and notification by registered mail, except for a bona fide emergency where communicated to the Company within five (5) working days;
- (d) They fail to report to work for three (3) working days without notifying the Company, except for a bona fide emergency.
- (e) They have been on lay-off for a period of eighteen (18) months or longer;
- (f) They transfer to another district or branch with the Company but outside the bargaining unit.

10.05 Bargaining unit members on leave of absence may not exercise seniority for job vacancies posted during this period.

10.06 (a) If an hourly employee or Owner-Operator who bids onto or accepts any vacant route or position in the other group, he/she will lose their district

seniority and their seniority in their former group and establish new seniority dates effective with the date of transfer. They do not lose service but any time worked as an Owner-Operator will not count as service for the purpose of vacation. The only exception to (a) is Article **10.07**.

- (b) Bids for vacant positions will be awarded by group seniority first and then by district seniority. The only exception to (b) is Article **10.07**.
- (c) An Owner-Operator must work a twelve (**12**) month period in his/her hourly position before he/she is entitled to vacation.
- (d) An hourly employee who transfers to the Owner-Operator group will be paid out all outstanding accrued vacation pay at the date of transfer.

10.07 If the Company changes a previously occupied vacant Owner-Operator route to an hourly route or a previously occupied vacant hourly route to an Owner-Operator route, both Owner-Operators and hourly employees may bid on the route and, the successful applicant will be entitled to take their district seniority and service to the other group.

10.08 In creating a new district list for existing bargaining unit members, conflicts will be resolved by a draw of names witnessed by the Unit Chairperson. In case of multiple hirings on a given day, seniority for new bargaining unit members will be determined by the time stamped on their offer of employment.

10.09 A bargaining unit member will not lose his/her seniority while on approved leave of absence including medical leave or Workers Compensation. A bargaining unit member who is absent due to illness or injury may be required to provide ongoing proof of disability every three (3) months.

- 10.10**
- (a) If an hourly employee's hours of work are reduced due to operational requirements, the employee shall have the right to retain the altered shift or exercise their seniority to any junior hourly position within the branch provided they have sufficient qualifications to perform the required work.
 - (b) If an hourly employee is displaced by another employee, he/she shall have the right to exercise their seniority to any hourly position their seniority entitles them to within the branch provided they have sufficient qualifications to perform the required work.
 - (c) In the event of an increase of two (2) hours or more, for a period of three (3) weeks or more, the shift will be posted subject to Article 16.
 - (d) The Company shall give two (2) weeks notice to the affected employee when there is a change in hours in accordance with this Article.

- (e) Each affected employee shall have five **(5)** working days to decide whether to accept the altered shift or to exercise his/her seniority to another hourly position.
- (f) This Article shall not be used to circumvent Article 11 and/or 16.
- (g) An employee returning from a leave of absence that has had their hours of work altered as above shall be entitled to exercise their seniority as per this Article.

ARTICLE 11 - LAY-OFFS

- 11.01 The Company and the Union accept the principle of seniority in lay-offs and recall and agree that if the hourly employee possesses the required qualifications and ability, seniority will govern. Casuals shall be the first to be laid off followed by the least senior employee.
- 11.02 When adding to the work force of the hourly employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.
- 11.03 The Company will notify such employees of recall at their last known address by registered mail. If such employees fail to report within five (5) business days from date of receipt the employee will be governed by Article 10.04 (c). A copy of all recall notices shall be forwarded to the Unit Chairperson.
- 11.04 In the event of a lay-off, employees employed more than three (3) consecutive months will receive two (2) weeks notice in writing of such lay-off or two (2) weeks pay in lieu of notice.
- 11.05 Severance Pay - Regular full-time and part-time employees with one (1) year or more of service, whose employment is terminated for reasons other than just cause, will receive two (2) weeks pay for every year of service. This amount will be pro-rated for partial years. Severance pay will be based on the employee's average weekly earnings (excluding overtime earnings) for the previous year or portion thereof. If the employee accepts the severance pay, then his/her employment will be terminated and he/she will not be eligible for recall.
- 11.06 A copy of all layoff notices shall be forwarded to the Unit Chairperson.

ARTICLE 12 - SAFETY AND EQUIPMENT

- 12.01 (a) The Company will not require hourly employees to operate any Company vehicle on the streets or highways that is not in safe operating condition or equipped with safety appliances prescribed by law. All unsafe vehicles shall be locked out and red tagged.
- (b) The Company will not require hourly employees to operate any equipment that is in violation of any relevant statutes. It will not be a violation of this

Agreement when hourly employees refuse to operate unsafe equipment or those not properly equipped as prescribed by law.

- (c) The Company will not ask any hourly employee to take out a vehicle until same has been approved as being safe by the Company, In the event of a dispute over the condition of a vehicle, the matter shall be resolved after consultation between a member of Management, a Union Representative, and a certified mechanic. The certification as to the safety of the vehicle shall be in writing. Should said vehicle be certified by a mechanic as safe, then the employee who refused to take the vehicle out may be subject to discipline if, after the matter has been investigated by the Company and Union, the refusal was found to be frivolous.

12.02 Hourly employees will immediately, or at the end of their respective shifts, report all vehicle malfunctions and defects of equipment. Such reports will be made on a suitable form furnished by the Company and will be made in multiple copies; one (1) may be retained by the hourly employee.

12.03 Hourly employee operated Company vehicles will be equipped with a hand cart.

12.04 Maintenance of the equipment in good running condition is the duty and responsibility of the Company.

12.05 All Company vehicles will be equipped with adequate heaters, windshield wipers and defogger. These will be kept in good operating condition at all times. The driver's area will include a protective barrier between the driver and the freight.

12.06 Windshield washer solution and motor oil shall be made readily available at all times at the Company's expense for Company vehicles.

12.07 The Company must keep speedometers, odometers and fuel gauges in proper working order and reasonably accurate.

12.08 (a) Hourly employees held out of service during the investigation period relating to an accident in which that hourly employee was involved, will be paid for all time lost should it be found that the hourly employee was not at fault.

(b) All accidents will be reviewed by the joint Health and 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 may be required to attend a Defensive Driving course and the Company will cover the cost of the course and their lost wages if the driver is not on suspension.

(c) Hourly employees will be responsible for paying all fines incurred while driving a Company vehicle if proven to be at fault.

- (d) Accidents for which the hourly employee is found at fault or for which their action or lack of action is a contributing factor, may result in disciplinary action.
- 12.09** Hourly employees involved in accidents will be notified by the Company as to whether the accident was preventable or unpreventable.
- 12.10 Drivers will not be responsible for damage while towing or pushing a vehicle, if instructed to do so by the Company.
- 12.11 A bargaining unit member will notify their supervisor for direction on handling goods in the event an article is not properly packaged or presents a hazardous potential. The bargaining unit member and the Supervisor will mutually agree on a course of action to be taken.
- 12.12 Where required, the Company will provide and maintain a first aid room in keeping with Federal and Workers' Compensation Board regulations.
- 12.13 The Company will reimburse a bargaining unit member for the cost of procuring a driver's abstract and/or police record at the request of the Company upon presentation of a receipt. New bargaining unit members shall incur such costs for the above at first hiring.
- 12.14 There shall be a Joint Health and Safety Committee at each location with a Union and Company Co-chair. A minimum of **two** (2) employees from each party shall serve on the Committee; the Company representation shall not exceed the number of Union employees. The duties and responsibilities of the Committee include but are not limited to the following:
- (a) The Health and Safety Committee shall meet on a monthly basis.
 - (b) Minutes of the meeting shall be posted and copies shall be provided to the Unit Chairperson and each member of the Health and Safety Committee.
 - (c) When a Union member of the Health and Safety Committee is unable to attend a meeting, a designate will be selected by the Union.
 - (d) The Committee will conduct a safety inspection of the entire workplace prior to each Committee meeting including warehouse, office, yard and parking lot.
 - (e) Copies of all reports, records and documents pertaining to health and safety will be provided to the Union Co-chair.
 - (f) The Union Co-chair or designate shall be allowed to accompany a government inspector on any/all inspection tours and to speak with the inspector on matters of concern. It is understood that concerns must be

brought to the attention of the joint Health and Safety Committee prior to speaking with any inspector.

- 12.15 All investigations of accidents and unsafe working conditions shall be conducted by the joint Health and Safety Committee.
- 12.16 A bargaining unit member may exercise their right to refuse unsafe work in accordance with the provisions outlined in the Canada Labour Code.
- 12.17 The Company shall apply the provisions of Part 2 of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standards.
- 12.18 In the event of an injury on the job, the Company shall provide transportation from the point of injury to the point of treatment on the day of injury, and the point of treatment to the employee's residence.
- 12.19 The Company and the Union agree that packages weighing over seventy (70) pounds or thirty-two (32) kg will be handled safely and according to Company policy. Employees must request assistance from the Company and/or customers to handle such packages. In the instance where no help is available, employees will not be required to handle such packages.
- 12.20 All time spent in attendance at regularly scheduled joint Health and Safety meetings or in activities approved by the Company, shall be paid at the employee's regular hourly or overtime rate of pay whichever is applicable. The time spent is to be considered as time worked.
- 12.21 The Local President of the Union will appoint one (1) member from the district as a member of the National Health and Safety Policy Committee.
- 12.22 In the even of a disabling injury on the job, an employee will be paid for the number of hours which the employee was scheduled to work on the date of the injury.

ARTICLE 13 - BEREAVEMENT LEAVE

- 13.01 (a) Every full-time and part-time employee shall be entitled to a paid leave up to three (3) working days, in the event of the death of a spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any relative in the employee's domicile. Proper justification must be provided upon request. This Article will apply to common-law and same sex relationships.
- (b) The Company will grant a one (1) day leave without loss of pay, on request, for a full-time or part-time employee to attend the funeral of their grandparent.

- (c) This provision does not apply if the death occurs during the employee's paid vacation or while the employee is on a leave of absence or lay-off.

ARTICLE 14 - JURY DUTY

- 14.01 When a full-time or part-time employee is required to serve on a jury or is subpoenaed as a witness, the employee will be paid the wages they would normally have earned at work, but the employee shall reimburse the Company the amount of the fees they would have received for the period served while on jury or witness duty.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 If an employee desires an unpaid leave of absence for reasons other than those referred to in this Agreement, proper justification, in writing, must be submitted to the Company as soon as possible. The Company agrees that no legitimate or reasonable request will be denied. **An employee shall retain and accumulate seniority while on an approved leave of absence.** Extensions beyond sixty (60) days must be mutually agreed to in writing between the Company and the Union.
- 15.02 **Maternity, paternity, adoptive and/or parental and compassionate leave of absence will be granted in accordance with the applicable legislation.**
- 15.03 Requests for leaves of absence shall be responded to by the Company within ten (10) **business** days, with a copy forwarded to the Unit Chairperson.

ARTICLE 16 -JOB POSTING

- 16.01 (a) When a **job** vacancy occurs for any reason **or a new position is created or the hours change on a position in accordance with Article 10.10 (c)**, the Company will post within five (5) **business** days at **all locations**, the said vacancy for three (3) **business** days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, scheduled hours, and regular duties. Selection will be on the basis of the employee's qualifications and seniority. Positions will be awarded within ten (10) **business** days from the date of the posting's closing. Employees shall occupy an awarded position within twenty (20) business days from being awarded the position. **These time frames may be extended by mutual agreement.** A copy of all postings will be given to the Unit Chairperson.
- (b) All employees who are awarded a posted position, must serve a ninety (90) **calendar** day trial period in their new position. If the employee does not, in the opinion of the Company, qualify for the position concerned, they shall revert to their former position without loss of seniority.
- (c) During this ninety (90) day period, these employees will not be permitted to bid on any newly posted vacancy.

16.02 A work schedule change of two (2) hours or less will not require job posting. This only applies to start and finish times of a shift and not the total hours of work. In an emergency one-time situation, a work schedule may be changed by more than two (2) hours without the required three (3) business days posting.

This provision does not apply to casual employees.

16.03 Eligible employees who apply for posted job vacancies shall be notified in writing of the name of the successful bidder with a copy given to the Unit Chairperson.

16.04 Should a full-time employee be absent from work for thirty (30) working days or more for legitimate reasons, this position will be offered to the part-time employees in order of seniority within that depot for the duration of the full-time employee's absence.

Should a part-time employee be absent from work for sixty (60) working days or more for legitimate reasons, this position will be offered to the part-time and casual employees in order of seniority within that depot for the duration of the part-time employee's absence.

In the event that a casual employee is successful in obtaining a temporary position (part-time or full-time), they will retain their "casual" status and will not receive any further benefits beyond the casual entitlement.

16.05 In the event that a branch or depot closes, or should any position within the bargaining unit be wholly discontinued, and/or any employee be displaced the following will apply:

(a) An hourly employee must exercise his/her seniority by bidding into any vacant position or displace any junior hourly employee in their branch; or may, at his/her option, displace the junior hourly employee in the district.

(b) No hourly employee will be required to accept a vacant position outside of their branch.

16.06 This entire article will apply only to the filling of the original vacancy created, and the next vacancy thus created. The resulting third vacancy shall be filled by the senior qualified employee who requests same in writing.

16.07 Temporary postings will be posted only for coverage of approved leaves of absence, summer vacation relief, or as agreed upon between the Company and the Unit Chairperson. All temporary postings will have a start and approximate finish date or shall be posted as an indefinite posting.

ARTICLE 17 - UNIFORMS

17.01 It is imperative for the bargaining unit members to protect the brand and image of DHL Express Canada. Therefore the wearing of Company issued uniforms is mandatory for employment, and a condition of maintaining a business agreement.

As a condition of employment, it is agreed that the prescribed uniforms will be worn while on duty. Bargaining unit members will respect the importance and impact of a brand and if wearing their uniform off duty, will ensure that their actions will not bring any disrespect or disrepute to the brand.

- (a) All relief drivers shall be uniformed. The Company will pay for the quantity of uniforms as outlined in Article 17.01 (d) for all Owner-Operators, hourly drivers, leadhands, and one (1) relief driver per year. If more than one relief driver is used during the year, the cost of providing uniforms for these additional relief drivers shall be at the Owner-Operators' expense.
- (b) The Company will provide clerical employees with smocks where required in the performance of duties.
- (c) A bargaining unit member working in the warehouse and customer service employees, will be supplied with three (3) pairs of coveralls, two (2) pairs of shorts, one (1) cap and five (5) golf shirts. Coveralls and gloves will be provided on a replacement basis. Where extreme working conditions warrant the use of insulated coveralls, such reasonable requests will not be withheld.
- (d) Owner-Operators, hourly drivers, leadhands, and relief drivers in accordance with Article 17.01 (a) will be supplied with the following minimum quantities:

Summer Polo Shirt	5
Pants (winter/summer combined)	5
Bermuda Shorts	5
Winter Jacket	1
Wind Stopper	1
Polo Long Sleeve Shirt	3
Turtleneck	1
Light Rain Jacket	1
Ball Cap	1
Belt	1
Winter Cap	1

- (e) All uniforms are and will remain the sole property of the Company. All uniforms shall be returned to the Company upon termination of employment and when requesting replacements. Upon the relief driver's leaving, it will be the responsibility of the Owner-Operator(s) to recover the uniform and return it to the Company.
- (f) Alterations required for uniforms that do not fit at issue will be paid for by the Company. All other alterations shall be the responsibility of the wearer.

- (g) Bargaining unit members will be expected to properly care for and keep all uniforms in good repair and condition at the bargaining unit member's expense.
- (h) The above listed uniform items and amounts will be guaranteed by the Company for the years **2006** and **2007**. If DHL changes the uniform in **2008**, bargaining unit members will be provided with the same quantities listed of the comparable substitution.

- 17.02** (a) It is a condition of employment that safety boots or shoes be worn where required. The Company will refund the cost of such boots or shoes up to a maximum of one hundred and twenty dollars (**\$120.00**) upon the submission of a sales receipt. This provision may cover one or two pairs of boots or shoes in an anniversary year. The Company will replace safety shoes or boots irreparably damaged in the course of the employee's duties. Said footwear must be black or brown.
- (b) Bargaining unit members must provide their own safety boots during the probationary period at their own cost. Upon successful completion of the probationary period, the Company will refund the cost up to the established guidelines.

ARTICLE 18 - TRAINING

- 18.01** From time to time, bargaining unit members will be required to attend training courses and/or educational meetings outside of business hours. The Company will provide two (2) weeks notice of such meetings. On such occasions, attendance is compulsory.

When these hours fall on a scheduled work day,

- (a) Hourly employees shall be paid at time and a half (**1 ½**) of their hourly rate within their classification except if it is a continuation of a shift and does not carry the hourly employee into an overtime position.
- (b) Owner-Operators will be paid as the regular Courier Driver at a straight time hourly rate of pay for all hours spent in training, or the out-of-pocket expense of a replacement driver, whichever is applicable. For all hours after a normal days work, the Owner-Operator shall be paid a rate of twenty-five dollars and sixteen cents (**\$25.16**) per hour.

When these hours fall on a non-scheduled work day,

- (a) Hourly employees will be paid for all time spent in training with a minimum of four (**4**) hours at time and one half (**1 ½**) if this puts the employee over

forty (40) hours in that week and a minimum of four (4) hours at regular time if this does not put them over forty (40) hours in one week.

- (b) Training on an Owner-Operator's day off shall be avoided, however, where such training is unavoidable, the Owner-Operator will be paid a minimum of four (4) hours of pay at twenty-five dollars and sixteen cents (\$25.16) per hour.

It is understood that this Article is not applicable to tailgate meetings and information sessions.

- 18.02 The Company will ensure that each and every bargaining unit member is properly trained to meet their full responsibilities and duties, including training as required by dangerous good regulations. No bargaining unit member will be asked or required to perform work with dangerous goods unless they have received proper training.
- 18.03 Employees shall be encouraged to learn the duties of other positions and every opportunity shall be afforded them to learn the work of such positions, and during the regular working hours when it will not unduly interfere with the performance of their regularly assigned duties. Their supervisory officer may for this purpose arrange with the interested employees to exchange positions for temporary periods without affecting the rates of pay of the employees concerned. The Unit Chairperson will be informed in writing when employees exchange positions in accordance with this Article.
- 18.04 Where training opportunities/equipment are provided on a voluntary basis, an employee taking advantage of such training will not be compensated.
- 18.05** The Company will pay new bargaining unit members under the terms of the Collective Agreement for any and all training required for them to be able to perform their duties. The Company will pay bargaining unit members under the terms of the Collective Agreement who are successful applicants for a new position, or have displaced onto a new position, any and all familiarization required for them to be able to perform their duties.

ARTICLE 19 - DEFINITIONS

- 19.01 **Leadhand** - A regularly scheduled employee who directs, coordinates and supervises the work of employees under the direction of their supervisor within their particular unit or section. Leadhands shall not have the authority to hire, suspend, dismiss or discipline employees.

Leadhands will be appointed by the Company based on qualification to perform the work. If qualifications between employees are relatively equal the Company will appoint the senior employee.

- 19.02 Full-Time Employees - Any hourly employee regularly scheduled to work forty (40) hours per week shall be considered full-time employees and will be paid forty (40) hours at the basic rate established for their respective classification.
- 19.03 Part-Time Employees - Part-time hourly employees shall be those who are scheduled and work less than forty (40) hours and more than twenty (20) hours per week at the rate established for their respective classifications.
- 19.04 Casual Hourly Employees - Casual hourly employees will normally work less than twenty (20) hours per week and are covered by the terms of the Appendix A.
- 19.05 Business days - will mean Monday to Friday inclusive excluding statutory holidays.
- 19.06 Any full-time or part-time hourly employees working twenty (20) hours or more per week shall be entitled to rights and benefits of this Collective Agreement.
- 19.07 District - Shall mean Manitoba/Saskatchewan for the purpose of this agreement.**

ARTICLE 20 - MISCELLANEOUS

- 20.01 If a driver's driving privileges are suspended or rescinded for any reason, the driver will be laid off until a vacancy occurs, at which time the laid off driver will be recalled as outlined in Article 11.
- 20.02 It shall be the responsibility of every bargaining unit member 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) business days of such change. Any bargaining unit member that fails to comply with this Article shall not be able to file a grievance against the Company as it relates to any matter where the Company is unable to contact the bargaining unit member.
- 20.03 The Company shall not be responsible for the loss, damage or destruction of bargaining unit members' personal property while such property is on the Company's premises, in vehicles or equipment, or in use on Company business.
- 20.04 The Company will provide each bargaining unit member a copy of the Collective Agreement. New bargaining unit members will be provided with a copy of the Collective Agreement within five (5) working days of hire, provided the Collective Agreement has been ratified, signed, and is available for distribution to bargaining unit members.
- 20.05 The Company shall allow the Union to provide soft drinks, coffee and similar vending machines on the Company's premises, subject to approval of the Company as to the location and the supplier.

- 20.06 Maintenance of the employee's lunchroom will be the responsibility of the Company, however, bargaining unit members agree to observe common courtesy, manners and rules of cleanliness in the use thereof.
- 20.07 Upon request from the Local Union, the Company will pay Union representatives' wages while they attend Union business outside the workplace, and will invoice the Local monthly for reimbursement.
- 20.08 The Company agrees that one (1) hourly bargaining committee member from each of the three locations (Winnipeg, Regina, and Saskatoon), who would have normally been working during contract negotiations with the Company, shall suffer no loss in regular pay for those days spent in negotiations.
- 20.09 Audio and video surveillance devices will not be placed in areas where bargaining unit members are entitled to expect privacy such as washrooms and locker rooms. Bargaining unit members shall be made aware when surveillance equipment is being used in the workplace.

ARTICLE 21 - MEDICAL EXAMINATIONS

During the life of the Agreement, the Company and the Union agree to the development of a joint medical examination policy. It is understood between the parties that until this policy has been developed and approved, the current language in the Collective Agreement will be maintained.

- 21.01 Any medical examination requested by the Company shall be promptly complied with by the employee provided, however, the Company shall pay for such examination.
- 21.02 (a) When a medical examination is required by the Company, other than a medical for pre-employment, for W.C.B. or M.S.A., the employee shall be paid for actual time involved, not to exceed four (4) hours if during working hours.
- (b) Any employee who drives a motor vehicle in the course of employment, must take a medical examination to verify their right to drive such motor vehicle. Such examination not paid for under the Provincial Health Plan will be paid for by the Company.
- 21.03 If, following a Company requested medical examination, any employee is deemed physically incapable of carrying out their regularly assigned duties, the following procedures shall be followed:
- (a) The Company shall notify the employee of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee, at their own expense, if such expenses are not covered by the Provincial Health Plan, shall have the right to be examined by their personal physician.

- (b) Where there is no agreement between the Company's physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding on all parties.
- (d) Fees of the consultant shall be borne jointly by the Company and the Union if such costs are not covered under the Provincial Health Plan.
- (e) Should the consultant deem the employee to be capable of carrying on with their assigned duties, then the employee shall not suffer any loss of earnings caused by their having been removed from, or temporarily suspended from their regularly assigned duties.

21.04 Should an employee be reclassified as a result, they will be paid at the then existing rate of pay of their new classification. In the event that no position can be identified to accommodate the employee, they will:

- (a) be placed on lay-off (medical leave of absence without pay) or;
- (b) qualify for participation in any of the employee benefit programs to which they are entitled and is a participating member, or;
- (c) qualify for Worker's Compensation if their incapacity results from an on-the-job illness or injury.

21.05 Furthermore, the Company shall advise the employee at least two (2) working days in advance, wherever possible, of such medical examination. The time and date of examination to be mutually agreed upon.

21.06 The Company will work with the Union on a joint advisory basis regarding the Company's modified work program and will consider any suggestions the Union makes regarding work that could be offered to employees requiring modified duties.

ARTICLE 22 - CLASSIFICATION AND WAGES

22.01 Full and Regular Part-Time Employees

Effective July 11, 2006:

	0 - 3 Months	4 - 12 Months	13 - 18 Months	19 - 24 Months	25 - 36 Months	37+ Months
Warehouse	13.25	14.71	15.01	15.36	15.75	16.62
Courier Driver	13.91	15.37	15.67	16.02	16.43	16.77
Leadhand		15.64	15.95	16.12	16.69	17.41

Effective July 1 1,2007:

	0 - 3 Months	4 - 12 Months	13 - 18 Months	19 - 24 Months	25 - 36 Months	37+ Months
Warehouse	13.38	14.86	15.16	15.51	15.91	16.89
Courier Driver	14.05	15.52	15.83	16.18	16.59	17.04
Leadhand	-	15.80	16.11	16.28	16.86	17.69

Effective July 1 1,2008:

	0 - 3 Months	4 - 12 Months	13 - 18 Months	19 - 24 Months	25 - 36 Months	37+ Months
Warehouse	13.58	15.08	15.39	15.75	16.15	17.24
Courier Driver	14.26	15.76	16.06	16.42	16.84	17.40
Leadhand	-	16.03	16.35	16.53	17.11	18.05

Clerical:

Effective	0 - 6 Months	7 - 12 Months	13+ Months
July 11, 2006	12.65	13.50	14.76
July 11, 2007	12.78	13.64	15.01
July 11, 2008	12.97	13.84	15.34

- (a) Casual workers will be paid fifty cents (\$.50) per hour less than the entry rate for that classification.
- (b) Effective from the date of ratification, employees paid on an hourly wage basis will be paid a premium of fifty cents (**\$.50**) per hour for all hours worked between twelve o'clock midnight (12:00 A.M.) and six o'clock (6:00 A.M.). This premium is excluded from any overtime computations.
- (c) If a new classification is to be established the Company and the Union will meet in an attempt to set a rate. If no agreement is reached the Company will set a rate and the Union may, within thirty (30) calendar days after receiving notification of the rate of pay, file a grievance contesting the rate and refer it to arbitration in accordance with the procedures set out in this Agreement.

- 22.02 (a) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours, shall receive the higher rate of pay for all time worked.
- (b) Any employee temporarily assigned to a lower rated position shall not have their rate of pay reduced.

- (c) Employees that are required to drive a 5-Ton vehicle shall be paid a premium of fifty cents (\$.50) per hour for **all** driving time in a 5-Ton vehicle.
- (d) Dangerous Goods Warehouse Person – There shall be one (1) Dangerous Goods Warehouse Person on the day/afternoon shift in the Winnipeg Depot who shall be paid the Dangerous Goods premium of one dollar (**\$1.00**) per hour above the warehouseperson rate of pay. Employees on the night shift in Winnipeg, and employees in Saskatchewan shall be paid the Dangerous Goods premium only for hours worked on dangerous goods.

22.03 All pay shortages of one hundred dollars (\$100) gross or more will be paid within two (2) working days of the Company being notified.

22.04 For the purpose of Article 6, 10, 11 and 16 there shall be two classifications, Clerical and Warehouse.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.01 Before the introduction of any technological change, the Company shall notify the Union of the proposed change. Any such change shall be discussed between the parties.

ARTICLE 24 - LABOUR-MANAGEMENT

24.01 Labour management meetings will be held on a quarterly basis. It is understood between the parties that the three (3) Unit Chairpersons who attend these quarterly meetings will not suffer any loss of pay. It is further agreed that time spent at these meetings will not result in overtime hours.

24.02 The Company agrees to make an annual one time payment in an amount as set out below to a fund established by the Local Union which will be for the sole purpose of Paid Union Time. The fund shall be used at the discretion of each applicable Unit Chairperson.

Winnipeg	\$1,700.00
Regina	\$ 850.00
Saskatoon	\$ 850.00

These amounts shall cover all bargaining unit members. A copy of the payment shall be forwarded to each applicable Unit Chairperson.

24.03 The Company agrees to pay into a special fund a total of \$8,000 per twelve (12) months for the purpose of providing Paid Education Leave. Said Paid Education Leave will be for the purpose of upgrading the bargaining unit members’ skills in all aspects of trade union functions. Such monies will be paid on a quarterly basis into a trust fund established by the National Union, CAW – Canada and sent by the Company to the following address:

CAW Paid Education Leave Program
c/o CAW–Canada
205 Placer Court
Willowdale, ON M2H 3H9

The annual payments will be paid accordingly:

Winnipeg	\$4,000.00
Regina	\$2,000.00
Saskatoon	\$2,000.00

This total annual payment reflects monies for all bargaining unit members. 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. Bargaining unit members on said leave of absence will continue to accrue seniority and benefits during such leave.

ARTICLE 25 - ANTI-HARASSMENT AND DISCRIMINATION

25.01 The parties to this agreement are committed to providing a workplace free of harassment, bullying and discrimination in order to create and maintain a workplace in which employees enjoy a climate of understanding and mutual respect for the dignity and worth of each person. It is understood that both the Company and the Union shall cooperate in every way to eliminate any type of harassment in the workplace.

All bargaining unit members, Company officials, Union officials and contractors are expected to treat all persons with courtesy and consideration and will not engage in discrimination, harassment, restriction or coercion towards any person by reason of any prohibited ground contrary to the Canadian Human Rights Act (the "Act"). Prohibited grounds are race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, political affiliation or conviction for an offence for which a pardon has been granted.

Harassment may be verbal, physical or visual and may include but is not limited to:

- Unwelcome and derogatory remarks, innuendos, gestures or taunting
- Practical jokes, pushing, shoving, etc.
- Displays of pornographic or offensive materials
- Unwelcome invitations or requests
- Leering or unwelcome physical conduct such as touching, patting, etc.
- Condescension or paternalism which undermines self respect
- Bullying, threats or intimidation

Harassment is not to be construed as properly discharged supervisory responsibilities including the delegation of work assignments, the assessment of discipline or other conduct that does not undermine the dignity of the individual.

If a **bargaining unit member** believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the **bargaining unit member** may:

- (a) Tell the person involved as soon as possible, how you feel, and request that they stop the conduct you find offensive.
- (b) If you feel uncomfortable approaching the person, or if the harassment continues, bring the incident forming the basis of the complaint to the attention of the Manager, Human Resources and/or a Union Representative.
- (c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- (d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis.
- (e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) **business** days of the lodging of the written complaint and shall be completed within fifteen (15) **business** days after the lodging of the written complaint.
- (f) All matters brought before the committee will be dealt with the utmost confidentiality.
- (g) Any complaint not resolved through this process may be addressed by the Union pursuant to Article 3.

The Company and the Union agree, during the life of the Collective Agreement, to meet with the intention of developing and implementing an anti-harassment training program with a view to prevention of harassment in the workplace.

ARTICLE 26 - DURATION OF AGREEMENT

26.01 This Agreement shall be in full force and effect from and including July 11, 2006 to and including July 10, 2009 and shall continued in full force and effect from year to year thereafter, subject to the right of either party to this agreement within four (4) months immediately preceding the expiry date in any year thereafter by written notice to require the other party to commence collective bargaining with the view to conclusion or renewal of a Collective Agreement

Signed this _____ day of _____ 2008

FOR THE COMPANY:

FOR THE UNION:

APPENDIX A – CASUALS

It is agreed that casuals will not hold seniority under any other clauses of the Collective Agreement, except under **Articles 6 to 11 inclusive**. **The following applies to casual employees only:**

1. Company will recognize the present group of employees called “casuals” to now be under the scope of the Union clause.
2. Casuals will be ranked according to their date of hire. Applications for a vacant full-time or part-time position, from qualified casual employees, will be given consideration prior to applicants from outside the Company. When more than one qualified casual employee applies, the qualified applicant with the most seniority will be given preference.
3. Casuals will be put on a call-in list based on their seniority date with the Company, and the casual employee will notify the Company by the Friday of each week of their availability for work the following week.
4. Casual employees will normally work less than **twenty** (20) hours per week and not be afforded benefits.
5. Casual employees will be paid **fifty cents** (\$0.50) per hour less than regular classification start rate.
6. For the purposes of flexibility, due to business demands, illness or injury, casual employees may have their start or finish times adjusted the day of the designated work.
7. If the casual employee has not worked in two (2) months, the employee’s name will be removed from the seniority list.
8. In the situation of a reduction of the work force, full-time and part-time employees will have the option of bumping onto the casual list or to take the lay-off.
9. Casual employees will not be used to circumvent the hiring of full-time or part-time positions but will be utilized to perform work outside of scheduled work periods and peak periods of activity.
10. Casual employees may be used to relieve full-time and part-time positions when the regular employees are absent.
11. If a casual indicates they are available for work and refuses three (3) requests in a one (1) month period, he/she shall be deemed to have terminated his/her employment.
12. Casual work shall be posted as regular part-time or full-time position when the work has resulted in an average of twenty (20) hours per week for the previous three (3) months or where it is determined that a feasible part-time position exists.

13. Once a casual is promoted to part-time, the Company will award the casual for time worked to establish the part-time seniority date. Six (6) hours worked is equivalent to one (1) day seniority.

Note: 9 above

A full-time or part-time employee who has been chosen to move onto the casual call-in list during a period of lay-off, will be deemed to be on lay-off and as such is governed by the seniority Articles and recall privileges, realizing that if they are not recalled in the appropriate period they will lose any recall rights.

LETTER OF UNDERSTANDING RE: STATUTORY HOLIDAYS

Between

DHL EXPRESS (CANADA) LTD.

And

National Automobile, Aerospace, Transportation and General Workers Union
Local 4215

Statutory Holidays

Where an hourly employee is required to work on the following calendar dates, he/she will be paid time and one half (1 ½) for all hours worked on that date.

January 1st
July 1st
November 11th
December 25th
December 26th

The following conditions apply:

1. No employee will be paid twice for the same statutory holiday.
2. No employee may earn time and one half (1 ½) for hours worked on different days for the same statutory holiday.
3. The company reserves the right to schedule accordingly to ensure that conditions (1) and (2) are met.

It is further agreed that this Letter of Understanding expires July 10, 2009 and will not carry forward to any future bargaining year unless negotiated at that time.

Dated this _____ day of _____ 2008

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING RE: COMPCALL

Between

DHL EXPRESS (CANADA) LTD.

(Herein after referred to as the “Company”)

And

**National Automobile, Aerospace, Transportation and General Workers Union
Local 4215**

Compcall

The Company shall discontinue the use and services of the disability and WCB management company “Compcall”, and any individuals associated with it.

Dated this ____ day of _____ 2008

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING RE: OFFICE STAFF SCHEDULING

Between

DHL EXPRESS (CANADA) LTD.

(Herein after referred to as the “Company”)

And

**National Automobile, Aerospace, Transportation and General Workers Union
Local 4215**

Office Staff Scheduling

This letter will confirm the understanding reached between the parties at the recently concluded negotiations for the renewal of the Collective Agreement which expires July 10, 2006. Notwithstanding wording to the contrary in the current Collective Agreement, the following list of employees will be scheduled in accordance with Article 5.01(b) of the Agreement which expired October 14, 1994 which read as follows:

Where it has been the practice for the monthly rated employees to work less than eight (8) hours per day, that practice shall be continued unless changed due conditions beyond the control of the Company. Should these individuals be required to work eight (8) hours per day, overtime will not accrue until forty (40) hours service has been performed in a week.

The following employee is affected:

Regina: Richelle Barnsley

Dated this ____ day of _____ 2008

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING RE: BENEFITS

Between

DHL EXPRESS (CANADA) LTD.

(Herein after referred to as the “Company”)

And

**National Automobile, Aerospace, Transportation and General Workers Union
Local 4215**

Benefits

The Parties agree that there will be no change in benefits for the term of the Agreement.

Dated this ____ day of _____ 2008

FOR THE COMPANY:

FOR THE UNION:

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