

COLLECTIVE AGREEMENT

Between

DHL EXPRESS (Canada) LTD.

And

UNIFOR UNION OF CANADA

LOCAL 4005

NOVA SCOTIA HOURLY APPENDIX



Effective: April 1, 2013 to December 31, 2016

09427 (09)

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ARTICLE NS10: HEALTH AND WELFARE INSURANCE

10.01 (1) a) The employer shall provide comprehensive health and welfare insurance, the cost of which, to the employee, will be equivalent to one percent (1%) per month of the regular earnings. The parties agree that the employer is not the insurer. The insurance shall be administered in accordance with the terms, conditions, rules and regulations of the respective plans.

Those benefits include:

- Provincial Medical
 - Major Medical
 - Dental Plan
 - Life Insurance
 - Accidental Death and Dismemberment
 - Weekly Indemnity - Short-term Disability
- Long-term Disability
 - Felonious Assault Insurance
 - Personal Accident (Optional)
 - Pension
 - Vision Care (\$150.00 per employee every 24 months)
- b) The employer will provide a drug card to use at a recognized pharmacy at the current deductibles.
- (2) The employer will make available to all eligible employees and their dependents a group accident insurance plan for those employees who voluntarily enroll in the plan and who continue to pay the required monthly premiums.

ARTICLE NS11: TRAINING

11.05 The employer will ensure that each and every driver is properly trained, (up to three (3) days, as to his/her full responsibilities and duties.

ARTICLE NS12: SICK AND BEREAVEMENT LEAVE/LEAVES OF ABSENCE

- 12.03 In the event of a disabling injury on the job, an employee will be paid for the number of hours which the employee was scheduled to work on the date of the injury.
- 12.04 Employees who have completed one (1) year of service as a regular employee, shall upon each anniversary year of employment, have five (5) days sick leave with pay per year. Any unused sick days shall be paid out at the end of each anniversary year.
- 12.05 Employees with banked sick leave prior to date of ratification shall have said banked sick days grandfathered, or within thirty (30) days of ratification have the option of having said sick days paid out.

No banking of sick days after date of ratification.

12.06 BEREAVEMENT LEAVE

- a) Every full time or part-time employee shall be paid for scheduled working days missed in five (5) consecutive calendar days, in the event of the death of his/her spouse, common law spouse, child, father mother, brother, sister, father-in-law, mother-in-law, grandparents. Leave shall be taken within three (3) days of the death or knowledge thereof of the family member. Proper justification must be provided upon request.
- b) If the death occurs during an employee's paid vacation, the provision of 13.03 (a) shall apply. Vacation days would then become bereavement leave and vacation days would be taken at a future point in time as mutually agreed by the employer and the employee.
- c) This provision does not apply if the death occurs while the employee is on a leave of absence or layoff.
- d) Managers, at their discretion, may grant other unpaid bereavement leave. Such request not to be unreasonably denied.

ARTICLE NS27: SCHEDULING WORKING HOURS AND OVERTIME

- 27.01 Except as provided in Article 5.06 and 5.07, the work week maybe scheduled from Monday through Sunday. All times worked in excess of forty (40) hours in the week will be paid at time and one-half (1 ½) the basic rate. All time worked in excess of eight (8) hour per day or ten (10) hours per day in a short work week, will be paid at time and one-half (1 ½) the basic rate for the classification.

- 27.02 Employees will be paid according to the hours scheduled. Any regular full time or part-time employees working twenty (20) hours or more per week shall be entitled to the full rights and benefits of this Collective Agreement.
- 27.03 Any employee ordered to report for work at a time specified by the employer, and who does report for work at the said time, will be guaranteed a minimum of four (4) hours of work or four (4) hours pay in lieu thereof; unless the employee quits, or is discharged for cause prior to the completion of four (4) hours.
- 27.04 No employee shall be required to take time off in lieu of overtime hours worked.
- 27.05 A chart indicating each route by number, class, area, current driver, scheduled hours and any other pertinent comments concerning each route shall be placed in a locale easily observed by all drivers within each branch and shall be updated when any of the posted information becomes invalid or is changed.
- 27.06 Upon mutual agreement, in writing, between the employer and the union, a shift comprising four (4) consecutive days and ten (10) consecutive hours per day, excluding the lunch period, shall be established.
- 27.07
- a) Regular part-time employees will be given the first opportunity by group seniority and by classification to supplement their hours of work by indicating their desire to be called for additional hours.
 - b) When additional hours worked can reasonably be foreseen as amounting to a maximum of eighty (80) hours in any one pay period, when included with the employee's regular schedule, the next senior part-time person will be offered the additional hours by classification.
 - c) Part-time employee's hours will be averaged over the bi-weekly pay period. Time and one-half (1 ½) will be paid on hours in excess of eighty (80) in any one pay period.
 - d) Additional hours which are a continuation of a regularly scheduled run or shift are exempt from this provision.
- 27.08 All employees covered by this Collective Agreement shall, for each four (4) hour period or major portion thereof, have a fifteen (15) minute Company paid rest period.

ARTICLE NS28: HOLIDAYS

- 28.01 The following statutory holidays will be observed with pay:
- | | |
|----------------|------------|
| New Year's Day | Labour Day |
|----------------|------------|

Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day

- 28.02 An employee shall be paid for any statutory holiday falling during his/her vacation, in addition to vacation pay.
- 28.03 If a recognized holiday occurs during an employee's vacation or on a regular day off, the employee, at his/her option, shall receive a day off with pay or a regular day's pay at straight time. Should the employee choose a day off, it may be taken on the first working day following his/her vacation.
- 28.04 Eligible employees are those employees who are full time and part-time employees regularly scheduled to work a minimum of twenty (20) hours per week, and have been employed in excess of thirty (30) calendar days. An eligible employee will be entitled to be paid for the above noted holidays, although no work is performed, provided such employees work on the regularly scheduled day preceding and the next regularly scheduled day following such holidays. The employer will recognize reasons advanced by the employee for absenteeism on the regular scheduled work day preceding or following the holiday, and if deemed reasonable and legitimate, such holiday pay entitlement will be granted.
- 28.05
- a) For holiday pay, full-time employees will be paid by multiplying the employee's basic hourly rate of pay by the number of hours worked in the employee's regularly schedule work day.
 - b) Holiday pay for part-time employees will be computed by multiplying the employee's basic hourly rate of pay by the average number of hours worked in their previous thirty (30) days worked prior.
- 28.06 Those employees working under a long day, short week agreement will receive their normal day's pay if the holiday falls on their regularly scheduled day of work. If the holiday falls on a non-regularly scheduled day of work, the employee will receive ten (10) hours pay at the basic rate for his/her classification.
- 28.07 If an employee's normal shift starts prior to twelve (12) midnight of the day before the declared holiday, he/she will be paid at his/her regular scheduled rate. Any employee commencing work before twelve (12) midnight of the declared holiday will be paid at time and one-half (1 ½) for the day worked in addition to the holiday pay.

- 28.08 In the event a statutory (general) holiday is proclaimed by the Federal/Provincial Government, such holiday shall also be observed if not already listed in the above holidays.
- 28.09 In the case of a general holiday falling on a Monday, employees whose work week commences on Sunday, Sunday shall be their general holiday and their work week will then commence on Monday. In the case of a general holiday falling on a Friday, employees whose shift commences on Thursday and their work week would then be completed on Thursday morning.

ARTICLE NS29: VACATION AND VACATION PAY

- 29.01 No later than the 15th of January of each year, the employer will post on the Union bulletin board a list of the employees in order of seniority.
- 29.02 Each employee will select his/her desired time for vacation, understanding that, vacations cannot be taken until after seniority date. Any employee shall be required to select his/her vacation dates prior to March 31st of each year. Any employee failing to select his/her vacation date, except for bona fide sickness or injury where the employer is unable to contact, shall forfeit his/her seniority rights for vacation selection after the 15th of February will not be able to exercise his/her seniority rights on his/her revised selection, which shall require the employer's approval.
- 29.03 Employees may split their vacation weeks, if they so desire or take them consecutively.
- 29.04 Full time and part-time employees who have completed one (1) year as regular employees shall be entitled to vacation with pay on or after their seniority dates.

VACATION: SERVICE REQUIREMENTS AND ENTITLEMENT

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

- Five weeks effective August 1st, 2007.

- 29.05 Regular full time and regular part-time employees will receive vacation pay at the percentage (%) entitlement applied to their annual gross earnings for the anniversary year for which they are receiving their vacation.
- 29.06 Employees, while on vacation, cannot be called in to work unless the employee agrees. When an employee is called in, by mutual agreement, the employee will have the right to negotiate his/her remaining vacation prior to returning to work
- 29.07 Casual workers are not entitled to time off with pay, but will receive four (4) percent of their gross wages for each calendar year.
- 29.08 In the event that an employee leaves the employ of the employer, he shall receive four (4%) percent of his/her gross earnings he/she received while in the employ of the employer less any vacations paid. If an employee has completed five (5) consecutive years of employment, the employee shall be paid six (6%) percent of his/her wages for any completed portion of his/her sixth year of employment, less any vacations already paid. If an employee has completed ten (10) consecutive years of employment, the employee shall be paid eight (8%) percent of his/her wages for any completed portion of his/her tenth (10th) year of employment, less any vacations already paid. This shall not apply to employees retiring who will be paid in accordance with Article 8.05.
- 29.09 The Company agrees to pay vacation pay immediately preceding the vacation by separate direct deposit provided the employee has provided a minimum two (2) weeks written notice requesting same.
- 29.10 Employees must take their earned vacation for which they are eligible within twelve (12) months from the end of the anniversary year for which the vacation was earned. No employee will be permitted to accumulate vacation from year-to-year.

ARTICLE NS30: FELONIOUS ASSAULT

- 30.01 The employer will provide felonious assault insurance for all employees on the payroll from the date of employment in the amount of twenty-five thousand dollars (\$25,000.00).

ARTICLE NS31: SENIORITY

- 31.01 The purpose of seniority is to provide a policy governing work preference, lay-offs and recalls. Seniority of an employee means the duration of continuous service for the Employer, since his/her last hiring.
- 31.02 The employer shall post, on the Union bulletin board an up-to-date seniority list showing names, initials of the employee, date of employment and will ensure that the list is posted on or about the 31st of March, 30th of June, 30th

of September, and the 31st of December of each year. A copy of the seniority list shall be sent to the union.

- 31.03 Casual workers will not retain seniority.
- 31.04 a) All new employees shall be considered on probation during the ninety (90) calendar days following the beginning of their employment. After the termination of this ninety (90) day period, the employee shall be placed on the seniority list and his/her seniority shall be established retroactively from his/her date of last hire.
- b) In the event that a casual worker secures a part-time or full time position he/she will not be required to repeat the probationary period outlined in Article 10.04 (a) provided he/she has worked 514 hours with the employer.
- 31.05 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated and there shall be no obligation to rehire under the following conditions:
- a) in the case of voluntary resignation; or
- b) if he/she is discharged for just and reasonable cause; or
- c) if he/she is absent from work for three (3) consecutive working days without permission, or without reasonable justification, resulting in termination; or
- d) if he/she is laid off for a period exceeding twelve (12) calendar months; or
- e) If he/she is promoted and remains outside the bargaining unit for ninety (90) calendar days or longer.
- 31.06 An employee may contest the seniority list within thirty (30) working days following its posting. Afterwards, the list shall become permanently official. There may be an exception to the above mentioned rule in the event that an employee is absent for a period of at least thirty (30) days following the posting of the seniority list.
- 31.07 All applications for employment within the bargaining unit will be date and time stamped to ascertain seniority in the case of multiple hiring's.
- 31.08 For employees on a medical or W.C.B. leave of absence, it will be the employee's responsibility to be aware of any job postings.

ARTICLE NS32: LAYOFFS

- 32.01 The employer and the union accept the principle of seniority in layoffs and rehiring and agree that if the employee possesses the required license and ability that length of continuous service will govern.
- 32.02 Subject to 11.05 (d), when adding to the work force of employees covered by this Agreement, those previously laid off will be recalled on the basis of seniority.
- 32.03 The employer will notify such employees at their last known address by registered mail. If such employees fail to report within five (5) working days from date of receipt, the standing as an employee of any such person failing to report within five (5) days will be forfeited.
- 32.04 In the event of a layoff, employees 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.
- 32.05 The Company supports the requirements under the Canada Labour Code for a technological change. However, the Company believes Part (a) of the code definition initiates Part (b) of the same definition.
- 32.06 In the event of a layoff, the employee will receive notice of termination and associated benefits as described under the Canada Labour Code – Section 235.[61](1)

ARTICLE NS33: JURY DUTY

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 he/she would normally have earned at work, but the employee shall reimburse the employer the amount of the fees he/she will have received for the period served while on jury or witness duty.

ARTICLE NS34: JOB POSTINGS

- 34.01 a) When a vacancy occurs for any reason, the employer will post within five (5) days at the appropriate depot or branch, the said vacancy for three (3) working days, in order that the employees may bid for the vacancy in writing. Such notice shall provide information regarding the classification, route number if applicable, service area and scheduled hours. Selection will be on the basis of the employee's seniority within the classification. Seniority will be by branch or depot only.
- b) Should the vacancy not be filled from the employees in the classification posted, employees outside of the classification in that particular branch or depot may apply.

- c) No employee shall voluntarily and successfully apply for more than one (1) vacancy in a six (6) month period.
 - d) The above provisions will apply to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.
- 34.02 In the event that an employee's schedule has been changed by two (2) hours or more or the said position has been cancelled, the said employee has the option of retaining the position at the new hours or the employee may bump any junior hourly employee within their branch or depot. Should no bump be available the employee may then bump any junior hourly employee in any other branch or depot within their bargaining unit.
- 34.03 Eligible employees who apply for posted job vacancies shall be notified of the name of the successful bidder, in writing.
- 34.04 Should a full time employee be absent from work for thirty (30) working days or more for legitimate reasons, the position will be offered to the part-time employees in order of seniority within that depot for the duration of the full time employee's absence.
- 34.05
- a) In the event that a branch or depot closes or a decision is made by the employer to transfer a route or position from one branch to another and employees be displaced as a result, each displaced employee may exercise his/her overall company seniority to obtain any junior hourly position in any other branch or depot covered by this agreement. Once a route or position is posted at the new location then this employee may post on the route or position.
 - b) The Employer will not delay making this change for an unreasonable period of time.
 - c) The entire provision will apply only to the filling of the original vacancy created and the next vacancy thus created. The resulting third vacancy may be filled by a full time employee.
- 34.06 Holding two (2) part time positions
- Any part-time Hourly Employee may bid and successfully hold two (2) part-time positions up to a maximum of eight (8) hours a day. These positions may be bumped either as a whole or individually. Each position will be paid as per the hourly rate of the posting. Should two (2) part-time positions be combined to create an eight (8) hour consecutive shift, then this position must be re-posted as a full-time position.

ARTICLE NS35: MISCELLANEOUS

35.01 LAYOVERS

On out-of-town routes requiring a layover period between the hours of 9:00pm and 6:00 am and extending beyond three (3) hours including the lunch period, the employer will provide suitable lodgings.

35.02 During the period of layover, the employee is relieved of all responsibility for the vehicle and cargo and is free to come and go as he/she desires. The employee is in no way required to be on duty during such layovers. The vehicle will be parked / secured in a designated secure parking area.

35.03 Employee scheduled on out-of-town routes requiring a non scheduled layover due to Acts of God will be paid five dollars (\$5.00) per hour for each hour of layover outside their scheduled shift. The vehicle will be parked / secured in a designated secure parking area.

35.04 LICENSES: DRIVERS

If a driver's driving privileges are suspended or rescinded for any reason other than unpaid fines, the driver may be terminated for just cause.

35.05 PERSONAL PROPERTY

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

ARTICLE NS36: VEHICLE SECURITY

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

- Vehicles used in the transport of shipments must have secure doors (front, side, rear and roll-up doors);
- Vehicles must be locked when shipments are being transported at all times;
- Custodial control of the shipments while on route, shall be the responsibility of the Owner Operator or Driver;
- Vehicles shall be locked at all times when unattended;
- Cargo vans require a pad lock on the back door and the Owner Operator is responsible to ensure this occurs and the lock is used;

- Cargo located on loading docks or ramps shall at no time be left unattended.

ARTICLE NS37: CLASSIFICATIONS

37.01 REGULAR FULL TIME EMPLOYEES

Any employee regularly scheduled to work forty (40) hours per week and who are available for eight (8) hours work on each day of their regularly scheduled work period shall be considered full time employees and will be paid forty (40) hours at the basic rate established for their respective classifications.

37.02 REGULAR PART-TIME EMPLOYEES

Part time employees shall be those who work twenty (20) hours or more per week, but less than forty (40) hours per week and will be paid at the basic rate established for their respective classification at a minimum of four (4) hours per shift.

37.03 CASUAL WORKERS

Casuals shall be employed to relieve positions normally occupied by regular or part-time employees who are absent from work for any reason. Casuals will be utilized to perform work outside of scheduled work periods and during overload or peak periods of activity, but shall not be used to circumvent the hiring of regular full time or part-time employees. The employer will provide the union with a list of hours worked by all casual workers on a monthly basis.

ARTICLE NS38: WAGES

38.01

NOVA SCOTIA WAGE RATES 2014 -2016

Classification	1-Jan-14			1-Jan-15			1-Jan-16		
	0-6 Month s	7-12 Month s	13-18 Month s	0-6 Month s	7-12 Month s	13-18 Month s	0-6 Month s	7-12 Month s	13-18 Month s
Warehouse	\$13.72	\$14.36	\$15.03	\$13.99	\$14.65	\$15.33	\$14.37	\$15.05	\$15.75
Driver	\$15.94	\$16.73	\$17.53	\$16.26	\$17.06	\$17.88	\$16.71	\$17.53	\$18.37

Leadhead Premium - \$ 1.00/hour

- 38.02 Casual workers will be paid at one dollar (\$1.00) per hour less than the entry rate for the classification.
- 38.03
- a) "Lead Hand" - a regularly scheduled employee who technically directs, coordinates and supervises the work of employees under the direction of his/her supervisor within his/her particular unit or section. However, he/she shall not have the authority to hire, suspend, dismiss or discipline employees.
 - b) All employees who are scheduled to work during the hours of midnight through 6:00 am, or any part thereof, will be paid an additional \$0.50 cents per hour for all hours worked during that shift.
 - c) Full time and part-time employees will be paid at the same rate of pay for their existing classifications.
 - d) Any employee temporarily assigned to a higher rated position for a minimum of three (3) hours or fifty percent (50%) of their scheduled shift, whichever is less, shall receive the higher rate of pay for his/her entire shift. Any employee temporarily assigned to a lower rated position shall not have his/her rate of pay reduced.
 - e) When new categories of employment for which rates of pay are not established by this agreement, are put into use or effect, rates governing such categories of employment shall be subject to negotiations between the parties. The rate established shall be retroactive to the date of implementation. Should the parties not be able to reach an agreement, it is understood that the parties will defer the decision to an Arbitrator, in accordance with Article 4.
- 38.04 For all pay shortages greater than seventy-five (\$75.00) dollars due to a Company error, a manual cheque will be issued within 48 hours. Any other shortages will be paid on the pay following notice to the Company of the shortage.

1.0 Scope

- 1.1 Where practical the local Health & Safety Committees may identify safe areas where nothing is permitted to be stacked, or there are no other hazards from falling items

2.0 Responsibilities

- 2.1 The **Area Service Manager** is responsible for compliance to the requirements of this directive by all employees, owner operators, contractors and visitors.
- 2.2 The **Service Centre Manager** is responsible for implementation of and shall ensure compliance to the requirements of this directive. Including the installation of the appropriate signage.
- 2.3 **Supervisors** are responsible for ensuring that anyone granted access to the workplace is in compliance with this directive.
- 2.4 Sales Managers are responsible for ensuring that their employees are in compliance with this directive and that any customers that they bring onto the premises are in compliance with this directive.
- 2.5 The Branch Lead Hands are responsible for adhering to and ensuring that everyone in their area sector complies with the requirements of this directive.
- 2.6 The Health & Safety Committee members have responsibility to ensure that compliance with this directive is adhered to and the authority to enforce the directive.

3.0) Authorities

Section 125. (1) (l) Canada Labour Code Part II

COSH Regulation 12.5(1) Canada Labour Code Part II

CSA Standard Z195-M1984

H&S Policy 3-16 (5) & H&S Policy 3-17(13)

FOR THE COMPANY:

FOR THE UNION:

Greg Hewitt
President

Carla Bryden

Patricia Vanelli
Senior Director Human Resources

Todd Romanow

Darryl Wettlaufer
Area Manager

•
Executed at _____ this ____th day of _____, 2014