

SOURCE	<i>Union</i>		
EFF.	<i>94</i>	<i>09</i>	<i>23</i>
TERM.	<i>97</i>	<i>09</i>	<i>22</i>
No. OF EMPLOYEES	<i>130</i>		
NOMBRE D'EMPLOYÉS	<i>[Signature]</i>		

DYNAMEX EXPRESS INC.,

(hereinafter referred to as the "Agreement")

AND

TEAMSTERS LOCAL UNION NO. 31

PART 1 - GENERAL

ARTICLE 1 - RECOGNITION AND SCOPE

1.1 - Exclusive Bargaining Agent

The Company recognizes the Union as the sole and exclusive "Bargaining Agent" for the members of the bargaining unit as set out in Section 1.2.

1.2 - Scope of the Bargaining Unit

The "Members of the Bargaining Unit" shall include all categories of employees, Owner-Operators and Bikers referred to in the Bargaining Certificate.

1.3 - Scope of the Agreement

The Agreement shall apply only to the members of the bargaining unit as set out in section 1.2.

1.4 - Discrimination

In accordance with the Canadian Human Rights Act, no person shall be refused employment, or in any manner be discriminated against.

1.5 - Gender

Where the masculine gender has been used in this agreement for drafting convenience, clarity of expression, or any other reason, it shall be deemed to apply equally to all persons.

1.6 - Employee Definition

Where under Part 1 of the agreement, the expression employee is used it shall also encompass the definition of owner/operators if stated as employer/owner-operator. The Company and the owner-operator consider their relationship to be that of an owner/contractor and not that of an employer/employee and nothing herein shall be read as expressing a contrary intent.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 - Management Rights

The Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline;
- (b) engage, hire, discharge or transfer showing just cause, classify, layoff or suspend the employee or Owner-Operators contract.
- (c) establish and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of the employee or Owner-Operator;
- (d) generally to manage and operate Dynamex Express Inc.;

2.2

The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. This clause shall not deprive Owner-Operators of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 - Bulletin Board

The Company shall provide a bulletin board for the posting of this agreement and for such notices as the Union may from time to time wish to post. The size of the bulletin board shall be not less than 24 inches by 30 inches. The Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

3.2 - Check-off

- (a) It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Collective Agreement as a condition of their employment.
- (b) All employees must authorize the Company to deduct from their settlement an amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.
- (c) Unless the Company is otherwise notified, all employees shall, as a condition of their continued employment, authorize the Company to deduct an amount equal to the Local Union's initiation fees in instalments of fifty dollars (\$50.00) per settlement period after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with an employees' list from whom the money was deducted at the same time as the union dues are remitted.

- (d) The Company agrees, for the duration of this Agreement, to deduct from the first settlement cheque each month the monthly dues of any employees under the scope of this Agreement and to remit such monies so deducted to the head office of the Local Union along with a list of employees from whom the monies were deducted not later than the fifteenth (t) day of the month following the date upon which such monies were deducted. The checkoff list will include social insurance numbers and names designated by terminals within the jurisdiction of each local union.
- (e) The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in initiation or re-initiation fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe settlement deductions of not more than fifty dollars (\$50.00) per pay period. The Union will refund directly to the employee any such monies deducted in error along with confirmation of such refund to the Company.
- (f) The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for dues, arrears in dues, initiation and re-initiation fees. The Company shall each month add the name of each new employee since the remittance of the previous checkoff along with the starting date, **and** the Company shall give an explanation alongside the name of each employee who appeared on the previous month's checkoff list for whom a remittance is not made for any reason.
- (g) The checkoff and cheques for the union dues deducted must be in the office of the Local Union not later than the fifteenth (t) day of the month following the month in which the monies were deducted. If the checkoff and the cheque have not arrived by the fifteenth (t) day of the month, the Local Union secretary-treasurer will, by registered mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.
- (h) The deduction of union dues shall be made from every employee including but not limited to probationary employees.
- (i) The Company shall show the yearly union monthly dues deductions on employees' statement of earnings.
- (j) The Company shall distribute to each employee a copy of the collective agreement provided by the Union immediately upon conclusion of the probationary period.

3.3 - Fines and assessments

Upon the delivery by the union of written notification of any assessorial charge, fine, levy or other duly-authorized charge that may be levied by the union upon a member employee, the Company, shall deduct the sums indicated from the employees next pay cheque or as requested by the union, and remit same to union forthwith. In the event that such sums are not so deducted and remitted, the union may revoke the employee's membership, in which case the Company shall not permit the employee to perform any work whatsoever until notified by the union that the employee may do so.

3.4 - Union Security

- (a) For pick-up and delivery operations, the following conditions shall apply;
 - (i) Except for cases of emergency, sudden surge in volume, unavailability of a qualified employee, every motor vehicle and every piece of mobile equipment used by the Company, whether owned by the Company or leased by the Company, shall be operated by a member of the Union.
 - (ii) In the hiring of equipment on any basis, the Company shall first make every reasonable effort to obtain equipment operated by a member of the Union from a Company signatory to a Teamster Local 31 agreement.
- (b) Within an area which is serviced by a permanently established and operating union hiring hall, the Company shall give the Union the first opportunity to supply union members for hourly employment provided they are qualified to perform the work.
- (c) All sorting and handling of merchandise, or other goods or materials carried by the Company in the Company's service shall be sorted or handled by members of the bargaining unit, except in a case of emergency.
- (d) The Company agrees that it will not sub-contract out any work which would result in the lay-off of any member of the bargaining unit.
- (e) The Company shall endeavour to keep all bargaining unit members gainfully employed.

ARTICLE 4 - GENERAL CONDITIONS

4.1 - Conflicting Agreements

The Company agrees not to enter into any agreement or contract with employees of the Company, who are members of the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this agreement. Any such agreement

will be null and void unless it has received the written approval of the officers duly mandated by the Union and the Company.

4.2 - Transfer of Company Title or Interest

This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding not including the financial arrangements thereof.

4.3 - New Equipment and Classifications

Prior to any new classifications of employment for which rates of pay are not established by this agreement, the Company and the Union shall meet to resolve.

ARTICLE 5 - SENIORITY

5.1 - Definition of Seniority

Seniority is the total duration of continuous service by an employee within the bargaining unit since his last date of hire.

5.2 - Classification of Seniority

There shall be three (3) separate seniority lists:

- (i) Owner-Operators;
- (ii) Bikers; and
- (iii) Hourly warehouse employees

Seniority is calculated separately for Owner-Operators, Bikers and hourly warehouse employees, and is not transferable.

5.3 - Maintenance of Seniority

The Company and the Union accept the principle of seniority in lay-offs, recall and job postings, and agree that if employees possess the required minimum qualifications and ability, then length of seniority will govern.

5.4 - Seniority Lists

The Company shall post and maintain three (3) separate seniority lists. The three lists will be for Owner-Operators, Bikers and hourly warehouse employees. Copies of these lists shall be posted the first Monday of January and July, and shall also be provided to the Union. Such lists will indicate the employees' name, classification and seniority date.

5.5 - Termination of Seniority

An employee will be deemed to be terminated, and he will lose all seniority rights and privileges and the Company shall have no further obligation to the employee in the event that:

- (a) he voluntarily quits;
- (b) he is discharged for just cause;
- (c) he takes employment, other than that declared and agreed upon for a leave of absence;
- (d) he is absent without leave for three (3) days without permission, or notice giving acceptable reasons for absence;
- (e) he has been laid-off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the employee cannot be contacted, or is employed elsewhere, then the Company will send written notice to return to work to his last known address by double registered mail and he will be allowed no more than three (3) days from the date of notification to report for duty. It shall be the responsibility of the employee to keep the Company informed at all times as to his correct home address;
- (f) he is laid-off and not recalled for a period of twelve (12) consecutive months, except in the case where the lay-off is the direct result of a labour dispute involving another Company or where the laid-off employee has five (5) or more years of seniority at the time of lay-off in which case seniority will continue for eighteen (18) consecutive months.
- (g) he has been absent from work by reason of medically certified illness, or injury, either work related or not, for a consecutive eighteen (18) month period.

5.6 - Acquisitions and Mergers

In the event that the Company purchases a business or any part thereof and intermingles the operations, the employees of which are covered by a collective agreement with a

Local Union of the International Brotherhood of Teamsters, the seniority of such employees shall be discussed between the Union and the Company.

5.7 - Leave of Absence

- (a) When the requirements of the Company's services will permit any employee hereunder upon written application to the Company with a copy of said application to the Union may, if approved by the Company, be granted a leave a absence for a maximum of thirty (30) calendar days.
- (b) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority shall accrue during such extensions.
- (c) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

ARTICLE 6

6.1 - Union Dues Coverage

When an employee grievance is invoked on his discharge; the Company shall continue to pay his union dues so that the employee shall be protected to the utmost, provided:

- (i) The employee reimburses the Company for such dues and is at no time more than four (4) months in arrears, and;
- (ii) When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his dues.

In the event any employee does not return to work, and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

6.2 - Tickets and Fines

The Company will grant time off to the drivers for the purpose of appearing in court to fight traffic tickets, provided three (3) days notice is given by the driver. The Company shall pay any fines imposed by the Department of Transport in accordance with the Department of Transport Regulations when it is the Company's responsibility.

ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET-LINES

7.1 - No Strike - No Lockout

During the term of this agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage, or suspension of work, either complete or partial, for any reason, by the members of the bargaining unit.

7.2 - Protection of Rights

It shall not be a violation of this agreement, or cause for discipline, or discharge of any employee in the performance of his duties to refuse to cross a picket-line recognized by the Union or to refuse to handle, receive, ship, transport, or deal with in any manner, materials, equipment or services affected by a labour dispute which has not been declared illegal by a court of competent jurisdiction.

7.03

The Union recognizes the right of the Company to protect its business and the property of its customers.

7.04

Each party recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its Owner-Operators or the Union.

7.05

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary an appropriate.

ARTICLE 8

8.1 - Investigation Privileges

Authorized agents of the Union will request and have access to the Company's establishments during working hours for the purpose of investigating conditions related to this agreement and shall in no way interrupt the Company's working schedule. It is understood that the said person(s) will identify himself on arrival, and will be restricted to those areas at the Dynamex terminal that the members of the bargaining unit work out of.

8.2 - Shop Stewards

- (a) The Union shall elect or appoint shop stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize shop stewards and not discriminate against them for lawful Union activity. The Company will notify the Union by registered mail, facsimile, telephone or courier delivery prior to the suspension, or discharge of a steward. Failure of the Company to comply with this procedure without reasonable explanation shall render the dismissal, or suspension null and void.
- (b) Grievances shall be processed during the normal working hours of the shop steward. A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property or at any other place which is mutually agreed upon by both the Union and the Employer.
- (c) If the Employer representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid for all the time spent during the processing of the grievances with the Employer on the Employer's property or at any other place which is mutually agreed upon by both the Union and the Employer.
- (d) Owner-Operator shop stewards shall not be compensated for time spent during the processing of grievances.

ARTICLE 9

9.1 - Sanitary Conditions

Where possible, and required, the Company agrees to maintain at its terminals adequate, clean, sanitary toilet facilities, lunchrooms and washrooms having hot and cold running water, with proper ventilation. It shall be the responsibility of the employees to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

9.2 - First-Aid Supplies

The Company shall provide first-aid provisions in accordance with the Canada Labour Code Regulations.

ARTICLE 10

10.1 - Union Label

It shall not be a violation of this agreement for an employee to post the Teamsters' Union label in a conspicuous place on the glass area of the equipment he is operating. The said label to be a size not in excess of one inch (1") by two inches (2') and not to be attached to any area which will impair the vision of the driver. This clause shall not apply in the event that the customer requests specific signs on the vehicles.

ARTICLE 11 - NOTICE

11.1 - Notice of Lay-off

Owner-Operators, Bikers and hourly employees shall be notified before quitting time, the day previous to their not being required for duty, except as otherwise mutually agreed by the Parties hereto.

ARTICLE 12 - LEADHAND DEFINED

12.1

A leadhand, when so designated and classified by the Company, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, fire, suspend or discipline employees. He shall be a member of the Union and shall have seniority according to this collective agreement.

ARTICLE 13 - GRIEVANCE PROCEDURE AND ARBITRATION

13.1 - Grievance Definition

A grievance shall consist of a dispute concerning the interpretation or application of any provision in this agreement or alleged violations of this agreement. In the event of a grievance, the grievance shall be processed through the following procedures.

13.2 - Grievance Procedure

Whenever a grievance arises between the Company and the Union or between the Company and one or more employees, such grievance shall be instituted within the following time limits:

- (a) Termination or Lay-off - Five (5) Working Days

(b) All Other Grievances - Ten (10) Working Days

In the event of a dispute over pay, such time limits shall be calculated from the date of receipt of the pay cheque or pay statement.

Step 1: Any grievance of an employee shall first be taken up between such employee and the Company supervisor, however, the employee will be entitled to be represented by a shop steward or union representative.

Step 2: Failing settlement under step 1, such grievance shall be taken up between a representative of the Union or a shop steward and the Company supervisor.

Step 3: Failing settlement under step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provision of this agreement, including any dispute as to whether a matter **is** subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company.

Step 4: Failing settlement under step 3, either Party may refer the matter to an agreed-upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

13.3 - Minister of Labour

If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturday, Sundays and General Holidays) after either Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Department of Labour will be requested to appoint a neutral arbitrator.

13.4 - Arbitrator's Decision

The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing, and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith. The decision shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this agreement.

13.5 - Cost of Arbitration

The cost of the arbitrator will be borne equally by the Union and by the Company.

ARTICLE 14 - SEVERABILITY

14.1 - Savings Clause

If any article or section of this agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and of any rider thereto, or the application of such article or section of person or circumstances other than those as to which it has been held invalid, or as to which compliance with, or enforcement of has been restrained shall not be affected thereby.

14.2 - Negotiations to Replace Articles Held Invalid

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure.

14.3 - Maintenance of Standards

The Company agrees that all conditions of employment or engagement relating to wages, percentages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement.

ARTICLE 15 LABOUR MANAGEMENT MEETING

Upon ratification of this agreement, the Company and the Union shall commence semi annually Union Management meetings to be attended by Company representatives, Union Representatives and Stewards.

ARTICLE 16

16.1 - Duration of Agreement

This Agreement shall be for the period of three (3) years from and including September 23, 1994 to and including September 22, 1997. Either Party to this Agreement may, within four (4) months, immediately preceding give to the other Party written notice to commence collective bargaining.

10.2

After expiry of the term of this collective agreement and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under (Part 5 of the Canada Labour Code), including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied, accepted by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

Dated this 28th Day of October
 , 1994.

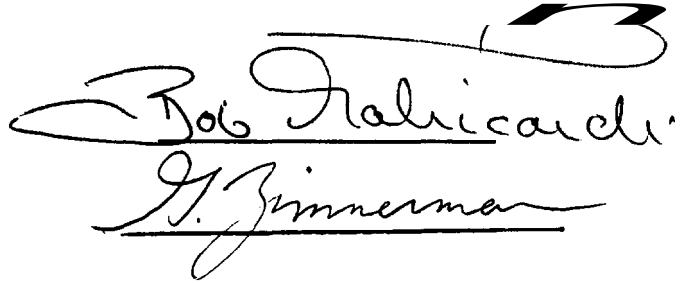
IN WITNESS WHEREOF the Parties hereto have set their hands and seals the day and year first above written.

SIGNED ON BEHALF OF THE
PARTY OF THE FIRST PART



Ed Ash

SIGNED ON BEHALF OF THE
PARTY OF THE SECOND PART



Bob Galicich
J. Zimmerman

PART II - APPLICABLE TO HOURLY PAID EMPLOYEES

ARTICLE 1 - CATEGORIES OF EMPLOYEES

1.1 - Employee Definitions

Hourly employees covered by the bargaining certificate are separated into two (2) groups as outlined below:

- (a) **A Regular Full time employee:** Shall mean an employee that has successfully completed the prescribed period of probation and who the Company deems that the work can be done in a way that will allow for a productive forty (40) hour week where possible.
- (b) **A Regular Part-time employee:** Shall mean an employee that has successfully completed the prescribed period of probation and is scheduled for shift of not less than four (4) hours per day and less than forty (40) hours in a week on a consistent basis.

ARTICLE 2 - GENERAL CONDITIONS

2.1 - Employee Discipline

An employee will receive a copy of any written reprimand or disciplinary suspension placed in his file with a copy to the Union. Such written reprimand, or disciplinary suspension shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand, or disciplinary suspension which has not recurred within a period of twelve (12) consecutive months will not be used to compound further disciplinary action against the employee.

2.2 - Protection of Conditions

It shall be a violation of this agreement for the Company to require that any employee purchase a truck, tractor, and/or tractor and trailer, or other vehicular equipment, or that any employee purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment.

ARTICLE 3

3.1 - Employee Probationary Period

All employees newly hired for full-time or part-time positions or vacancies shall be considered as probationary employees for the first ninety (90) calendar days.

There shall be no responsibility on the part of the Company in respect of the employment of probationary employees, should they be laid-off for lack of work, or discharged during the probationary period. However, the Company shall inform the probationary employee in writing as to whether he has been discharged or laid-off and the reasons therefor.

Upon the conclusion of, the probationary period the employee's name shall forthwith be placed on the regular employees' seniority list, effective from the first day of employment the employee shall be entitled to all rights and privileges as provided in this agreement.

3.2 - Job Postings

All new jobs and vacancies are subject to seniority and shall be posted promptly for seven (7) days in a conspicuous place at all terminals, stating starting time, job description and location. All regular employees shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular employee, absent by reason of accident, sickness, or vacation, shall have the opportunity to bid on such job posting, or vacancy within three (3) days after he returns to work provided he is capable and has not been absent for a period of more than 30 calendar days. In the event the employee is absent for a period of time in excess of 30 calendar days the Company shall send by double registered mail a copy of the job posting. The employee shall respond to the Company within (7) calendar days of receipt of the job posting to the Company by double registered mail if he intends to bid on the job posting and his selection.

Provided the employee is capable and is given the opportunity to demonstrate his capability, seniority shall prevail in the appointments to new jobs, or vacancies and, except by mutual agreement of the Parties hereto, for the purpose of shift preferential on established shifts. Starting times preference shall be given to senior employees on established shifts and operators of mobile equipment will be given this preference, wherever practical. Except where a job or shift has been discontinued, there will be no job or shift bumping privileges.

3.3 - Leave of Absence

- (a) If a regular employee for certified health reasons is unable to perform the work in his regular job, he will be reclassified according to his seniority and capability to perform work in another classification if it exists within the bargaining unit.

The employee must provide a valid medical opinion of his physical and/or mental ability to perform the new job in accordance with the provisions of this agreement as it relates to Company required medical examinations.

- (b) When an employee within the bargaining unit covered by this agreement receives

a leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days.

Employees, who have been granted such a leave of absence must remain a member of the Union and be covered under all benefits of this Agreement. The successful appointee shall not have the right to fire during the ninety (90) day leave of absence.

Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights by returning to his former position or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a maximum period of one hundred and eighty (180) calendar days prior to exercising such privilege again.

- (c) If a regular employee employed in a classification requiring a driver's licence, suffers the revocation of his driver's licence, he will be re-classified, provided he is capable and work is available and such work will not result in the bumping of a regular employee. If such employee cannot be re-classified, the Company may grant a leave of absence to such an employee who has suffered a revocation of his driver's licence of up to twelve (12) months duration in writing, with a copy to the Union. **The** employee may only take advantage of this section once during the term of this agreement.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1

The regular work day for a full time employee shall be one of the following:

- (a) Eight (8) hours per day excluding meal period and forty (40) hours per week over five (5) consecutive days. Hours worked in excess of eight (8) hours on any one day or forty **(40)** hours in any one week paid at one and one half (1.5) the appropriate hourly rate of pay.
- (b) Ten (10) hours per day excluding meal period, forty **(40)** hours per week with at least two (2) consecutive days off. Hours worked in excess of ten (10) hours on any one day or forty **(40)** hours in any one week shall be paid at one and one-half (1.5) the appropriate hourly rate of pay.

4.2 - Work Week

The work week for regular employees shall be:

- Sunday through Thursday - Friday and Saturday off
- Monday through Friday - Saturday and Sunday off
- Tuesday through Saturday - Sunday and Monday off

4.3 - Guarantees:

Any regular full-time employee who reports for work shall be paid not less than eight (8) hours wages provided they are willing to work the eight (8) hours.

Any regular part-time employee who reports for work shall be paid not less than four (4) hours wages provided they are willing to work the four (4) hours.

ARTICLE 5

5.1 - Meal Period

Full-time employees shall be entitled to one (1) continuous unpaid meal period of thirty (30) minutes in any one day.

Part-time employees who work for six or more hours per day shall be entitled to one (1) continuous unpaid meal period of thirty (30) minutes in any one day.

5.2 - Rest Breaks

A full-time employee shall be entitled to one (1) paid break of fifteen (15) minutes during both the first half and second half of any regular shift and, during each two (2) hour period of overtime.

A part-time employee who works for four (4) hours or more in any one day shall be entitled to not less than one (1) break of fifteen (15) minutes.

ARTICLE 6

6.1 - Bereavement Leave

A regular employee shall be granted a maximum of three (3) regularly scheduled work days leave (without loss) of pay or benefits in the case of death of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, step-children, legal guardian and grandparents which include spouses grandparents and grand-children.

Funeral leave is not compensable when the employee is on leave of absence, bona fide lay-off, annual vacation, workers' compensation, or while receiving benefits from a health and welfare plan.

Upon giving twenty-four **(24)** hours notice, an employee shall be granted time off without pay for the purpose of attending a funeral.

A working day lost shall be not more than eight **(8)** hours for full-time employees, or four **(4)** hours for part-time hourly employees.

ARTICLE 7

7.1 - Jury Duty

A regular employee summoned to jury duty or subpoenaed as a witness shall be given the required days off.

ARTICLE 8 - GENERAL HOLIDAYS

8.1 - Recognized General Holidays

Subject to the eligibility provisions set out in this Agreement, the following days shall be recognized as paid general holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
B.C. Day	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Any additional general holiday proclaimed by the Provincial or Federal governments will be deemed to have been added to the above schedule.

8.2 - General Holiday Falling on Day Off

In the event that an employee's day off falls on a general holiday, the employee shall receive his normal day's wages.

8.3 - Payment for Statutory Holiday

- (a) Employees who are eligible for statutory holiday pay will receive a normal day's pay for the statutory holiday whether or not they are scheduled to work on the statutory holiday.

For the purpose of calculating the general holiday pay for part time staff;

- (b) Part-Time employees who have been employed for thirty (30) days may still qualify for the statutory holiday even though they did not work fifteen (15) of the thirty (30)

calendar days preceding the holiday. Part-time employees are entitled to be paid one-twentieth (1/20th) of the gross wages earned during the thirty (30) calendar days preceding the holiday, and should the holiday fall on a working day.

8.4 - Eligibility For General Holiday Pay

To be eligible to receive pay for a statutory holiday, an employee must have been on the Employer's payroll for thirty (30) calendar days.

8.5 - General Holidays During Vacation

Should any general holiday occur during an employee's vacation period , an extra day's pay will be added to the employee's vacation pay cheque and the employee is then entitled to add one day to his vacation time. The extra day's pay will be calculated in accordance with article 8.3.

ARTICLE 9 - ANNUAL VACATIONS

**9.1 - Annual Vacation and Vacation Pay Entitlements:
Employees With One Year Or More Of Completed Consecutive Service**

(a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire as follows:

<u>Consecutive Service</u>	<u>Years of Completed Annual Vacation Time</u>	<u>Annual Vacation Pay</u>
1 year but less than 5 years	2 weeks	4%
5 years but less than 10 years	3 weeks	6%
10 years and over	4 weeks	8%

(b) "Gross Earnings" as used herein shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime and general holiday pay.

9.2 - Vacation Scheduling Preference By Seniority

(a) The blank vacation scheduling forms shall be posted by January 7th of each year and all employees must fill in their date selections by March 1st.

- (b) Employees shall have preference in respect to annual vacations within their department and classifications according to their seniority provided they file applications by March 1st for vacations to be taken in that same year.

9.3 - Vacation Schedule Limitations

- (a) In the event that an employee has not posted for his vacation, the Employer has the option of establishing the vacation time for the employee.
- (b) Employees must take their annual vacations before the end of his December in each year, provided they have been employed for a period of (1) year. The Employer is entitled to schedule the vacation period where the employee fails to post for the time.
- (c) Vacation period to start on completion of employee's normal work week and end on the first day of his normal work week on the completion of his vacation.
- (d) Unless otherwise mutually agreed between the Employer and the employee, every employee shall be notified at least fourteen (14) days prior to being required to take any vacation period. Once vacation periods are established the time shall not be changed, except where mutually agreed between the employee and the Employer.

9.4 - Vacation Period Need Not Be Continuous

An employee's vacation can be scheduled in blocks of one (1) week.

ARTICLE 10

10.1 - Medical Examinations

- (a) Any Company or government required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any earnings or revenue lost as a result thereof during his working hours.

Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time, wages for such time spent excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If following a medical examination under (a) of this section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a

decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist whose speciality covers the disability. The Company's doctor and the employee's doctor, together, shall then select such a specialist. The cost of this examination will be shared equally by the Company and the employee.

The decision of the medical specialist shall be final and binding upon the parties involved and the employee shall not suffer loss in wages or health and welfare benefits, whichever applies as a result of such examination(s).

- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work. Provided he has given the Company reasonable notice of his intent to return to work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

ARTICLE 11 - HEALTH AND WELFARE

11.1

The Company shall provide the Company's health insurance and benefit plan to all Regular Full Time employees at the Company's expense.

ARTICLE 12

12.1 - Rates of Pay

1 - 3-months	\$7.00
4 - 12-months	\$7.25
13 - 24-months	\$7.60
25 - months or Over	\$7.85

LEAD HAND

.35 cent per hour premium

PART III

OPERATORS

ARTICLE 1

1.1 - Definition of Owner-Operator

An Owner-Operator is a person, including a privately held corporation who carries on a pick-up and delivery business for fee. The owner realizes his revenue from his customer, the Company, and pays his expenses.

1.2 - Customer Security

The Company and the Owner-Operators consider their relationship to be that of Owner/Dependent Contractor and not employer/employee and nothing herein shall be read as expressing a contrary intent.

In consideration of the Company entering into this Agreement with the Owner-Operators and allowing the Owner-Operator to service the Company's customers, the Owner-Operator hereby covenants, agrees, acknowledges and confirms that, during the term hereof, and upon the termination of this Agreement for any cause or by means whatsoever, then for a period of One (1) Year from the termination of this Agreement, the Owner-Operator shall not either personally or by its agent, or by letters, circulars or advertisements, or in any other manner whatsoever, whether on its own behalf of any person, persons, firm, association, syndicate, Company or corporation, canvass, solicit or do business of a similar nature as that of the Company with any person, persons, firm, association, syndicate, Company or corporation who: either are customers of the Company at the time of the termination of this Agreement; or have been customers of the Company within a period of Six (6) Months prior to the termination of this Agreement; and have become known to the Owner-Operator as customers of the Company; and by reason of the Owner-Operator having over a period of time serviced such customers, have become known to the Owner-Operator.

The above restriction shall apply only to those municipal areas within which the Owner-Operator has usually serviced the Company's customers.

In consideration of the Company entering into this Agreement with the Owner-Operator and allowing the Owner-Operator to service the Company's customers, the Owner-Operator hereby covenants, agrees, acknowledges and confirms that during the term hereof, and upon the termination of this Agreement for any cause or by any means whatsoever, then for a period of One (1) Year from the termination of this Agreement, the Owner-Operator shall not use or disclose any information concerning the business, or customers, of the Company which may have been acquired by it during the course of its

relationship with the Company for its own benefit or to the detriment or to the intended or probable detriment of the Company.

The above restriction shall apply only to those municipal areas within which the Owner-Operator has usually serviced the Company's customers.

The Contractor agrees that, by virtue of the nature of the service provided by it to the Company's customers, a close relationship may develop with the said customers and therefore the Owner-Operator further acknowledges that the restriction period of One (1) Year as set forth in the Paragraphs herein is reasonable and necessary in order to enable the Company to have such relationship re-established with another Owner-Operator.

The Owner-Operator agrees that, should it commit a breach of the Paragraphs herein and, as a result thereof, a customer of the Company is lost or should the Company suffer any loss of business from such customer as compared to the amount of business previously enjoyed by the Company prior to the said breach, then by virtue of such breach or by virtue of proceedings for relief in respect to such breach, the Company will suffer damage, and the Company shall therefore have the right to seek damages in a Court of Law against the Owner-Operator and such damages shall be based upon, but not restricting to, the Company's actual average annual cost of obtaining new business and retaining old business, which costs the Owner-Operator agrees will be substantial.

The Owner-Operator agrees that, irrespective of any right the Company may have to claim for damages hereunder, the Company shall also have the right to apply for an injunction if the Owner-Operator is in breach of either of the Paragraphs herein, and further that the remedy of damages and the remedy of an injunction shall not be mutually exclusive.

1.3 - Adverse Effect

An owner-operator will receive a copy of any documentation placed in his engagement file. Such documentation will also be copied to the Union. Such documentation will become a permanent part of the owner-operator's personal work history; however, any documented incident that has an adverse effect upon the owner-operator's engagement, which has not recurred within a period of twelve (12) consecutive months, will not be used to create an adverse effect upon the owner-operator.

2.1 - No Financial Interest

The Company will have no financial interest in the equipment other than as required by the Motor Carrier Act unless mutually agreed to by the Union and the Company.

2.2 - Personal and Exclusive Performance

- (a) The Owner-Operator shall personally and exclusively operate the equipment supplied pursuant to his contract with the Company.

No Owner-Operator will be allowed to represent or act on behalf of, or control, other Owner-Operators (one truck, one driver).

For a period not to exceed twenty (20) days the Owner-Operator is permitted to substitute his or her employees as another driver for his or her vehicle. This consent is given provided that the individual is approved, in advance, by Dynamex Inc. and that the settlement for this individual, including deductions required by law, remains the responsibility of the Owner-Operator.

2.3 - Company Not Lessor

Under no circumstances shall the Company or a subsidiary or representative of the Company, either directly or indirectly, be a lessor, vendor or seller of equipment to an Owner-Operator, as a condition of entering into an agreement with an Owner-Operator.

2.4 - No Mandatory Source

Under no circumstances shall the Company, directly or indirectly, specify a mandatory source of fuel, tires, maintenance or insurance to be used by an Owner-Operator as a condition of entering into a contract with an Owner-Operator.

ARTICLE 3 - OBLIGATIONS

3.1 - Owner-Operator Equipment

- (a) It shall be the duty and responsibility of the Owner-Operators to maintain their vehicles in a safe operating condition, in accordance with the Department of Transport Regulations.
- (b) It shall be the duty of the Owner-Operator to maintain their equipment in a clean and presentable fashion.

3.2 - Motor Vehicle Accident

Upon becoming involved in a motor vehicle accident, while performing services on behalf of the Company the Owner-Operator shall report the accident immediately to the dispatcher.

3.3 - Painting and Decals

It is understood that where the Company requires an Owner-Operator to paint his vehicle, it shall be subject to the following conditions:

- (a) Decals shall be issued to all Owner-Operators at no expense to the Owner-Operator, including magnetic decals. In the event the Owner-Operator requires a replacement set of magnetic decals they shall pay for the decals.
- (b) At the time the Company establishes the new Paint & Colour Policy, all new Owner-Operator's vehicles and any existing Owner-Operator's replacement or repainted vehicles must be Company designated colour. All Owner-Operators' vehicles must be free from body damage. All existing Owner-Operators must paint their vehicles, at Company expense, the Company designated colour, if so requested.

3.4 - Bereavement Leave

An Owner-Operator shall be granted a maximum of three (3) regularly scheduled work days leave without pay in the case of death of a parent, spouse, brother, sister, child, parent-in-law, sister-in-law, brother-in-law, step-children, legal guardian and grandparents which include spouses grandparents and grand-children.

Upon giving twenty-four (24) hours notice, an Owner-Operator shall be granted time off without pay for the purpose of attending a funeral.

3.5 - Medical Examinations

- (a) Any Company or government required physical or medical examination shall be promptly complied with by all Owner-Operators provided, however, the Company shall pay for all such physical or medical examinations or for any revenue or earnings lost as a result thereof during his working hours.

Where an Owner-Operator is required by the Company to take a medical outside of his normal hours of work, the Company shall pay thirty dollars (\$30.00) for such time spent excepting in instances where an Owner-Operator is returning to work following illness or disability.

ARTICLE 4

4.1 - Owner-Operators Probationary Period

All Owner-Operators newly contracted shall be considered as probationary for the first ninety (90) calendar days.

There shall be no responsibility on the part of the Company in respect of the contract of probationary Owner-Operators should their contract be temporarily cancelled for lack of work or discharged during the probationary period. However, the Company shall inform the probationary Owner-Operator in writing as to whether he has been discharged or their contract has been cancelled and the reasons therefor.

Upon the conclusion of the ninety (90) calendar probationary period, the Owner-Operator's name shall forthwith be placed on the Owner-Operators' seniority list, effective from the first day of contract of the ninety (90) calendar day period and the Owner-Operator shall be entitled to all rights and privileges as provided in this agreement.

ARTICLE 5 - CLASSIFICATIONS OWNER-OPERATORS

5.1

- (a) Same Day Messenger
- (b) Distribution
- (c) Cartage
- (d) Dedicated

ARTICLE 6 - HEALTH AND WELFARE

6.1

The Company agrees to make the Company's health insurance benefits available to the Owner-Operator on a mandatory basis providing they pay one hundred percent (100%) of the premium.

Where health and welfare coverage is presently supplied to certain Owner-Operators, such coverage will continue for these Owner-Operators.

ARTICLE 7 - MOTOR CARRIER PLATES

7.1

The Company shall pay fifty (50%) percent of the cost of each Owner-Operator motor carrier plate each year.

Owner-Operators to be responsible for **loss** and damage due to neglect.

ARTICLE 8 - CARGO INSURANCE

8.1

The Company shall provide cargo insurance to the Owner-Operators at no cost, a certificate of which shall be provided to the Owner-Operator.

ARTICLE 9 - UNIFORM DRIVERS

9.1

The Company agrees to provide a Uniform to each Owner-Operator who has completed his probationary period and the Company will pay for fifty (50%) of the cost. The uniform shall consist of the following:

- five (5) shirts;
- three (3) pairs of pants;
- one (1) summer jacket;
- one (1) winter jacket every two (2) years as required.

ARTICLE 10 - RADIOS

10.1

The Company shall supply the Owner-Operator with communication equipment at a monthly cost of eighty-five (\$85.00) dollars and the Owner-Operator will reimburse the Company for the cost of installation(s). Maintenance of the communication equipment will be at the Company's expense, except when the maintenance results from misuse by the Owner-Operator.

10.2 - Radios Lost Stolen or Damaged

Mobile radios, if lost, or stolen, or willfully damaged will be replaced by the Owner-Operator on the following depreciation ratio based on the original cost of the radio.

0 - 1 year	100%
1 - 2 years	80%
2 - 3 years	60%
3 - 4 years	40%
4 + years	20%

ARTICLE 11 - OWNER-OPERATOR TRAINING

11.1

Any Owner-Operator by order of seniority who **is** requested by the Company to train a new Owner-Operator shall be paid an additional \$31.00 per day for such training.

ARTICLE 12 - COMMISSION RATES

12.1

New hire rates shall not be less than 55%

PART IV - BIKERS

ARTICLE 1 - WORKERS' COMPENSATION

1.1

The Company shall pay one hundred percent (100%) of the Bikers premium for each Biker.

ARTICLE 2 - RADIOS

2.1

The Company shall supply communications equipment to the Bikers.

2.2 - Radios Lost Stolen or Damaged

Mobile radios, if lost, or stolen, or willfully damaged will be replaced by the Biker on the following depreciation ratio based on the original cost of the radio.

0 - 1 year	100%
1 - 2 years	80%
2 - 3 years	60%
3 - 4 years	40%
4 + years	20%

ARTICLE 3 - BIKER TRAINING

3.1

Any Biker by order of seniority who is requested by the Company to train a new Biker shall be paid an additional twenty (\$20.00) dollars per day for such training.

ARTICLE 4 - COMMISSION RATE

4.1

Biker New hire rates shall not be less than 52%