

COLLECTIVE AGREEMENT

Between

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DYNAMEX CANADA

And

**CANADIAN AUTO WORKERS
LOCAL 114**

CAW  TCA
CANADA

December 1st, 2005 to March 31st, 2009

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PREAMBLE

It is the desire of the Company and the Union to enter into an agreement governing the remuneration and specified terms and conditions of engagement of Owner Operators, and the wages, hours of work, and working conditions of the Employees of the Company in the classifications as set out in the Certification Order issued by the C.L.R.B. on July 9, 1998 and subsequently amended by Order 8140-U dated October 25, 2001, and to prevent strikes, lockouts, and other work stoppages and/or slowdowns during the term of the Agreement.

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

Both Parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.

To facilitate the foregoing, this Collective Agreement shall be set into the following categories and sub-categories:

- Preamble
- General Section
- Hourly/Commission Employees
- Owner Operators Section
- Appendix "A" Contract Retention of Services
- Appendix "B" Summary of Health and Welfare Benefits

Definitions

- "Owner Operators" means Dependent Contractors who supply their own vehicles and, except solely for purposes of Part I of the Canada Labour Code, the Company and the Owner Operators consider their relationship to be that of Company/Dependent Contractor and not Employer/Employee.
- e "Employee" means Bike Couriers/Walkers and the Company and the Bike Couriers/Walkers consider their relationship to be that of Employer/Employee.
- e Where language in the Agreement references Owner Operators or Employees, this shall be clearly distinguished in the Article.
- The term "Certification" shall mean the Certification Order as issued by the C.L.R.B. on July 9, 1998 and subsequently amended by Order 8140-U dated October 25, 2001.

GENERAL SECTION

ARTICLE G 1 - UNION SECURITY

G 1.01 No Other Agreement

The Company recognizes the Union as the sole and exclusive bargaining agent for its Employees and Owner Operators. For greater certainty, no Employee or Owner Operator shall be compelled, asked or permitted to enter into any individual contract or agreement with the Company concerning the conditions of employment / engagement or varying the terms and conditions of employment / engagement contained herein except as provided for elsewhere in this Collective Agreement.

G 1.02 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 not be 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.

G 1.03 Union Dues Deduction

a) Deduction Forwarded

The Company agrees to remit once each month, from the earnings of each Owner Operator and Employee covered by this Agreement, such sum by way of monthly dues and/or assessments (excluding fines), as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof. The Company shall show the total amount of Union Dues deducted on the Owner Operator's statement of annual earnings or the Employee's T4 slip issued each year.

b) Cheques Made Out to Local

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

G 1.04 Membership Lists

The Company shall furnish to the Union, a list of new Owner Operators engaged by the Company and new Employees taken into employment by the Company, within fourteen (14) calendar days of their being engaged or hired.

G 1.05 Bargaining Unit Work

a) The use of leased equipment/drivers and/or the storage, handling or delivering of merchandise or other goods and materials by other than members of the bargaining unit will be limited to emergency and/or overload situations.

Wherever possible, in the hiring of equipment on any basis, the Company shall first attempt to obtain equipment operated by a unionized carrier.

b) No Company supervisor shall perform bargaining unit work except in the event of an

overload or emergency.

G 1.06 Owner Operator Contract

It is understood that every Owner Operator engaged by the company as a condition of his/her engagement is obliged to enter into an Owner Operator Contract for Retention of Services annexed hereto and marked as Appendix "A" (the terms of which may be varied as otherwise permitted or required pursuant to the terms of this Collective Agreement and all amendments thereto). The Company agrees not to enter into any individual Owner Operator Agreement or contract with members of the bargaining unit, either individually or collectively, which conflicts with the terms and provisions of this Collective Agreement.

G 1.07 Picket Lines

The Company shall not require an Owner Operator or Employee 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 picket or placard line around or against, or to deliver any product or goods to any person, or employees or any person with whom a Union has a picket or placard line around or against.

G 1.08 Union Leave for a Full time Officer of the Union

Any Owner Operator or Employee elected or appointed to a full-time position with the CAW-Canada shall be granted an indefinite leave of absence without pay provided that thirty (30) days notice is given to the Company prior to the beginning of such leave. During such leave, the Owner Operator's service or the Employee's seniority shall accumulate, welfare benefits shall be suspended thirty (30) days after such leave commences, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day the Owner Operator or Employee returns to work.

G 1.09 Union Leave for a Part time Officer of the Union

The Company shall grant a leave of absence without pay to any Owner Operator or Employee who attends Union business. The Union will give a minimum of fourteen (14) days notice of such request. However, the Company will consider a request of less than fourteen (14) days. Normally only one person will be allowed leave under this provision at any given time, but the Company will not unreasonably refuse applications for more than one Owner Operator or Employee per division.

G 1.10 Union Leave for a Bargaining Committee Member

The Company shall grant Union Leave for all members of the Union's bargaining committee for the purposes of collective bargaining a renewal collective agreement. Such leaves shall be without pay, and without loss of seniority for all time spent in negotiations.

G 1.11 Union Label Sticker

It shall not be a violation of this Agreement for an Owner Operator or Employee to post the CAW - Canada Union label in a conspicuous place in the cab of the vehicle or equipment he/she is operating. This decal shall not be more than 4" in diameter.

G 1.12 New Equipment

Prior to the introduction of any new type of equipment for which rates of pay are not established by this Agreement, the Company and the Union shall meet in an attempt to resolve the matter prior to implementation. Failure to agree on any such terms, conditions and or wages/settlement, shall require that any such matter be referred to arbitration for binding settlement.

G 1.13 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 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 arrangement thereof.

G 1.14 Grievance Committee

Owner Operators and Employees shall be represented by a Grievance Committee which shall consist of Owner Operators and/or Employees elected from within the bargaining unit. The Committee shall consist of a shop steward and relief shop steward for each division plus the Chief Shop Steward. The Chairperson of this Committee shall act as the liaison between the Owner Operators and Employees and the Company. The Committee and/or Chief Shop Steward may at any time call upon the services of an accredited service representative of the Union to assist them. The Company shall designate an individual representative to act as liaison between the Chief Shop Steward and the Company.

G 1.15 No Discrimination for Union Activity

The Company shall not discriminate against any of the bargaining unit members who are members of the Grievance Committee and who, from time to time, represent other bargaining unit members as Shop Stewards.

G 1.16 Notification of Representatives

The Union shall notify the Company in writing of the names of the Owner Operators and Employees comprising all Union Committees and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the supervisors with whom said accredited Service Representatives shall deal and any changes in personnel thereof.

The Company shall not be obliged to recognize any Union Representative of whom it has not been notified of in writing by the Union.

G 1.17 Access to Company Premises

Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, and without disruption to the normal operations of the Company.

G 1.18 Union Duties while on Shift

In a situation which requires a Union Representative's attention during working hours concerning possible collective agreement violations, he/she shall not leave his/her regular duties without first obtaining permission to do so from his/her immediate supervisor. It is understood that the taking of such time away from regular duties shall be kept to a minimum.

The Union Representative shall return to these regular duties as expeditiously as possible. Such time will be without loss of pay or benefits and shall be borne by the Company.

Payments shall be based on the revenue that such Union Representative would have been entitled to or \$14.00 per hour for Employees, whichever is greater. In the case of an Owner Operator, the revenue that he/she would have been entitled to shall be a maximum of \$20.00 per hour, excluding all operating costs.

G 1.19 Members in Good Standing

All Owner Operators and Employees shall become members of the Union and shall as a condition of engagement or employment become and remain members of the Union in good standing, and must apply within three days of commencing work.

It shall be the responsibility of the Management, when engaging new Owner Operators or hiring a new Employee, to have him/her sign a Union membership card and forward it to the local Union office. Also, at time of engagement or hiring, the Owner Operator or Employee shall be handed a copy of the present Collective Agreement and full details of the Benefit Plan.

Should an Owner Operator's engagement with the company cease, or an Employee leave the employment of the Company, before issuing the final cheque, the Local Union Office is to be notified.

ARTICLE G 2 - COMPANY RIGHTS

G 2.01 Rules and Regulations

The Company reserves the right to supplement and alter from time to time reasonable rules and regulations to be observed by Owner Operators and/or Employees. The Company agrees that such rules and regulations shall not be inconsistent with the provisions of this Agreement.

G 2.02 Management of the Workforce

The Company's rights include the right to increase and decrease the workforce, to maintain order and efficiency, to engage Owner Operators and to hire Employees, and for just and reasonable cause discipline, suspend or discharge Employees, or suspend or cancel the contract of an Owner Operator.

G 2.03 Contracts with Customers

The Company reserves the right, power and authority to enter into any contract with customers present or future, as it sees fit from time to time.

ARTICLE G 3 - GRIEVANCE PROCEDURE

G 3.01 Purpose

It is the intention of the parties that this procedure shall provide a just and peaceful method of adjusting grievances and the parties agree to act in good faith in settlement of grievances in accordance with the provisions of this article.

An Owner Operator may have his/her contract suspended or cancelled only for just and reasonable cause, or an Employee may only be disciplined or discharged for just and reasonable cause.

G 3.02 Definition of a Grievance

Any complaint, disagreement, or difference of opinion between the Company and the Union or the Owner Operators and Employees covered by this Agreement which concerns the application or interpretation of the terms and provisions of this Agreement, shall be considered a grievance.

G 3.03 Time Limit to File

Any Owner Operator or Employee, the Union or the Company may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance or of the parties involved first becoming aware of the event, shall be forfeited and waived by the aggrieved parties. A grievance filed on behalf of the Union or the Company shall be submitted at Step 2 of the grievance procedure.

G 3.04 Steps

An Owner Operator or Employee having a complaint is encouraged to orally discuss the matter with a supervisor.

Step 1

The Owner Operator or Employee and/or his/her Union Representative shall submit his/her formal grievance in writing to his/her immediate supervisor, who shall give his/her reply in writing within ten (10) working days. All grievances and resolutions will be copied to the Chief Shop Steward.

Step 2

Failing settlement at Step 1, and within ten (10) working days of receiving a supervisor's response, the grievance may be filed by the Union representative in writing with the Operations Manager, who shall respond in writing within ten (10) working days. The Operations Manager will copy the Local 114 office.

G 3.05 Time Limits

- a) Where a grievance is not progressed by the Union or the Company within the prescribed step or time limits, it shall be considered dropped and all rights of recourse will be forfeited.
- b) Where a decision with respect to a grievance other than one for unpaid Owner Operator settlements or Employee wages is not rendered by the appropriate Company officer within the prescribed time limits, the grievance will be processed to the next step in the grievance procedure.

G 3.06 Company Responsibility

When the appropriate officer of the Company fails to render a decision with respect to Owner Operator settlements or Employee pay claims within the prescribed time limits, the claim will be paid. The application of this rule shall not constitute an interpretation of the Collective Agreement.

G 3.07 Termination Grievances

A grievance concerning the termination of an Owner Operator's engagement or the dismissal of an Employee may be progressed commencing with Step 2 of the grievance procedure.

G 3.08 Time Limit Extensions

The time limitations prescribed in this Article may be extended, but only by mutual consent of the parties in writing.

G 3.09 Right to Union Representation

An Employee/Owner Operator will receive a copy of any written reprimand or disciplinary suspension placed in his/her file with a copy to the Union. Such written reprimand or disciplinary suspension shall become a permanent part of the Employee/Owner Operator'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 be removed from that Employee/Owner Operator's file. At any time where an Employee/Owner Operator is to be disciplined, that Employee/Owner Operator shall have the right to have a Union Steward present or via telephone conference. Verbal or written warnings will be documented in writing and forwarded to the Employee/Owner Operator and the Union for review. In such cases the Employee/Owner Operator will have the right to a meeting to review said warning with a Union Shop Steward present prior to the warning being entered into the Employee/Owner Operator's personnel history file. Should the Employee/Owner Operator choose not to view said warning with their Union Shop Steward, such warning shall become part of their personal history file.

G 3.10 Access to an Individual's File

Any Owner Operator or Employee shall be allowed to inspect his/her individual file in the presence of the Company, during normal business hours and with minimal disruption to the operation. Any representative of the Union, acting on behalf of the Owner Operator or Employee, may inspect the Owner Operator's or Employee's file, with the written authorization from the Owner Operator or Employee.

G 3.11 Payment on a Separate Cheque

All monetary grievances that are mutually agreed upon shall be paid the following settlement period, either by separate cheque or, in the alternative, the Owner Operator's or Employee's regular cheque shall be accompanied by a written statement outlining the amount and the grievance settlement involved. An amount equivalent to one day's pay / settlement shall be paid as expeditiously as possible but not more than five (5) working days.

ARTICLE G 4 - ARBITRATION

G 4.01 Failing Settlement at Step 2

Failing a satisfactory settlement of a grievance at Step 2 of the grievance procedure, either party may request that the matter be referred to Arbitration. However, upon mutual agreement, the Parties may access grievance mediation through Federal Mediation and Conciliation Services prior to arbitration, Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 2.

G 4.02 Single Arbitrator

The Board of Arbitration shall consist of a single arbitrator designated by the Company and the Union who shall act as the Board of Arbitration.

G 4.03 Selection of an Arbitrator

The following 7 Arbitrators will be appointed on a rotation basis, subject to availability within 90 days of application as the single arbitrator to resolve outstanding disputes.

Don Munroe	David McPhillips	Bob Blasina	Judy Korbin
Ken Albertini	James Dorsey	Rod Germaine	

If none of the above named arbitrators are available within 90 days it will be referred to the arbitrator on the list who can make herself/himself available earliest.

G 4.04 Jurisdiction of the Arbitrator

The Arbitrator shall receive and consider such material evidence and conditions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement. The board of Arbitration shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

G 4.05 Decision of the Arbitrator is Binding

The findings and decision of the Board of Arbitration on all arbitrable questions shall be binding and enforceable on all parties.

G 4.06 Costs to be Shared Equally

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

G 4.07 30 Days to Render Decision

The single Arbitrator must be prepared to render a decision within thirty (30) days of the completion of the Arbitration hearing.

ARTICLE G 5 - SENIORITY

G 5.01 Seniority Defined and Applied

- a) For Owner Operators, the term "seniority" shall mean the length of continual contractual relationship with the Company and for Employees, the length of continual employment

by the Company.

- b) The Company and the Union accept the principle of seniority for the lay-off and recall of Owner Operators and Employees, posting on runs, the scheduling of leaves and for any other purposes mutually agreed to by the parties.
- c) If a general reduction in the work force is contemplated then it is understood that should the lay-off of Owner Operators or Employees occur, they shall be on an inverse seniority basis subject to their qualifications and ability to perform the work. Recall from lay-off of Owner Operators or Employees shall be in seniority order subject to their qualifications and ability to perform the work.

G 5.02 Classifications

The following classifications shall be recognized by the Parties:

- On Demand
- Cartage
- Bikers/Walkers

G 5.03 New Depots

Should the Company open up a new depot covered by the Certification Order issued by the C.L.R.B. on July 9, 1998 and subsequently amended by Order 8140-U dated October 25, 2001 then Owner Operators presently engaged and Employees that are presently employed will be given every opportunity to fill any vacancies in the new depot before the Company engages new Owner Operators or hires new Employees. This shall be done in order of seniority and by written request subject to the applicant meeting the required qualifications.

G 5.04 Seniority Lists

The Company shall maintain two (2) types of seniority lists as set out below:

- a) A master seniority list with every Owner Operator and Employee that includes their date of hire, or, their date of engagement, whichever applies, and:
- b) A seniority list for each classification as outlined in Article 5.2 above that shall list each Owner Operator or Employee in that classification and the date in which they entered that classification.

The amended seniority lists shall be posted on January 1st and July 1st of each year, and copies shall be sent to the Chief Shop Steward and CAW Local 114.

G 5.05 Recall

When adding to the workforce of Owner Operators or Employees covered by this agreement, any Owner Operator or Employee previously laid off, will be recalled on the basis of seniority in their classification subject to their qualifications and ability to perform the work.

G 5.06 New or Vacant Routes

All new or vacant routes of more than two (2) hours shall be posted in writing for five (5) working days unless otherwise mutually agreed by the parties, and by page on the first day of the posting, and awarded to the senior qualified Owner Operator or Employee in that classification.

Such routes shall be posted immediately after becoming available and in no case, no longer than three (3) days.

Work of two (2) hours or less shall be offered in order of seniority to the incumbent driver(s) in the area, provided they have the ability/capacity to perform the work.

It is further understood that from time to time there may be circumstances where the above provision creates operational problems for the Company.

When those occasions present themselves, the Company will contact the Union and attempt to reach agreement on temporary changes that may include amending the procedure to accommodate the problem in these isolated circumstances.

G 5.07 Posting

- a) All new or vacant routes shall be filled by classification seniority and shall be paged promptly and posted for five (5) working days in a conspicuous place at all terminals, stating starting time, accurate job description, compensation and location. Within specific dedicated customer accounts or contracts, postings shall first be open only to Employees or Owner Operators currently employed or engaged on that account or contract and, only if the posting remains unfilled will it then be open to other Employees or Owner Operators. The Company shall designate, on the original posting, the successful bidder within three (3) working days of the closing date of the posting.
- b) Subject to the provisions applicable within specific dedicated customer accounts or contracts, the Senior qualified applicant already within that classification shall be awarded the posting. Should no Employee or Owner Operator with their respective classification apply, then, the most senior qualified applicant using their Company seniority shall be awarded the posting.
- c) Any posting that goes un-filled and therefore is not awarded as posted, and, the Company then amends any provisions relating to that posting, the amendments shall be included on the new posting and it shall be re-posted pursuant to the foregoing procedure. Should the posting remain un-filled, the posted work may be assigned to the most junior Owner Operator in that classification or offered through seniority to the messenger board or subcontracted out on a temporary basis as required.
- d) An Owner Operator or Employee who is going to be absent on approved leave may submit an Advance Posting Application (APA) with the Company prior to the commencement of their leave. The APA shall specify:
 - i) the minimum income acceptable to the applicant;
 - ii) the applicant's availability (hours in the day, days of the week, nights, weekends);
 - iii) the type/capacity of the applicant's vehicle ;
 - iv) the geographical area and travel distance acceptable to the applicant or the area in which the applicant has the ability to provide services within acceptable time parameters.
- e) Where a posting is secured through an APA, the Company may assign the work on a temporary basis to any Owner Operator or Employee with the ability and qualifications to perform it until the return of the successful applicant. All postings will contain reference to the fact that an APA may be submitted in respect of the work.

- f) Where the Company hires a new Owner Operator at a point where after all of the above provisions have been exhausted(a) through (f), the junior Owner Operator that was assigned onto the work pursuant to point (c) above, shall be able to pass the assigned work onto the new hire.

G 5.08 Bumping

In the event of a reduction in the workforce within a classification, then,

Employees or Owner Operators may bump into another position;

- 1) First, in the case of Employees or Owner Operators employed or engaged in specific dedicated customer accounts or contracts, within that same dedicated account or contract.
- 2) Then, subject to the limitations on bumping into dedicated accounts or contracts stipulated below, to another position within their classification; or
- 3) Should there be no work available within the classification that the reduction or work applies to, or should the person being laid off be the junior person within the classification, then he/she may bump into another position within any other classification, provided he/she has the Company seniority to claim such position, and, has the ability and equipment to perform such work.

Should such a reduction occur, the person being displaced must first bump into their own classification before using their Company seniority to bump into another classification.

- 4) It is understood and agreed that, with the exception of bumping within specific dedicated accounts or contracts, bumping rights shall not apply so as to permit the displacement of an Owner Operator or Employee holding a dedicated route or contract. An Owner Operator or Employee who loses a dedicated Full Time route or contract through no fault of their own will have a right of first refusal for the next available full time dedicated route or contract of equal or lesser value based on qualifications and the equipment to perform the work.
- 5) In the application of the foregoing, Owner Operators and Employees may only bump into the positions in the bottom twenty-five percent (25%) of the seniority list within their classification as set out in point 1 of this Article first, and then, into the bottom twenty-five percent (25%) of the Company seniority list as set out in point 2 of this Article.
- 6) Further, the person being displaced as set out above shall then be able to bump the most junior person in their classification as set out in point 1 of this Article, and then, the most junior person on the Company seniority list as set out in point 2 of this Article.

G 5.09 Vehicle Requirements

For purposes of this Article, qualified is understood to include the size, type, physical and mechanical condition of the vehicle required; vehicle colour shall not be used in any determination of qualifications, unless stipulated by the customer (proof of requirement to be provided).

G 5.10 Protests

Protests in regard to seniority status of an Owner Operator or Employee must be submitted in writing to the Branch Manager or Operations Manager within thirty (30) calendar days from the date the seniority list is posted or within thirty (30) calendar days from the date a new Owner

Operator's or Employee's name is placed on the appropriate list. If proof of error is presented, such error will be corrected by mutual agreement with the Company, and such agreed upon seniority shall thereafter be final.

G 5.11 Notification of Recall

The Company will notify such Owner Operators or Employees by registered mail at their last known address. If such Owner Operators or Employees fail to report within three (3) days after notification, the standing as an Owner Operator or Employee of any such person failing to report within three (3) days will be forfeited.

G 5.12 Termination of Seniority

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

- a) he/she voluntarily quits;
- b) he/she is discharged for just and reasonable cause, or where an Owner Operator has their contract cancelled for just and reasonable cause;
- c) he/she takes employment/engagement, other than that declared and agreed upon for a leave of absence;
- d) he/she is absent without leave for three (3) days without permission, or notice giving acceptable reasons for absence;
- e) he/she has been laid-off and not employed/engaged elsewhere and has refused to return to work within three (3) days after having been contacted personally. When the Employee/Owner Operator cannot be contacted, or is employed/engaged elsewhere, then the Company will send written notice to return to work to his/her last known address by double registered mail and he/she 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/Owner Operator to keep the Company informed at all times as to his/her correct home address;
- f) he/she 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/Owner Operator has five (5) or more years of seniority at the time of the lay-off in which case seniority will continue for eighteen (18) consecutive months.

G 5.13 Leave of Absence

- a) When the requirements of the Company's services will permit any Employee/Owner Operator 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 of 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.

ARTICLE G 6 - TICKETS AND FINES

G 6.01 Tickets and Fines

The Company will grant time off to the Owner Operators and Employees for the purpose of appearing in court to fight traffic tickets, provided three (3) days notice is given by the Owner Operator or Employee. The Company shall pay any fines imposed by the Department of Transport in accordance with the Department of Transport Regulations, and any lost compensation or wages, resulting from the Owner Operator or Employee complying with Company directives or instructions.

ARTICLE G 7 - NO STRIKES OR LOCKOUTS

G 7.01 No Strike or Lockout

During the term of this Agreement, there shall be no lockout by the company or any work stoppage, by the members of the bargaining unit.

ARTICLE G 8 - SHOP STEWARDS AND GRIEVANCE INVESTIGATION

G 8.01 Investigations

Authorized Union Stewards and Representatives 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 him/herself on arrival, and will be restricted to those areas at the Dynamex terminal that the members of the bargaining unit work out of.

G 8.02 Shop Stewards

- a) The Union shall elect 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/Owner Operators so elected. 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. The Company shall only be required to recognize Shop Stewards where those stewards have been identified to the Company by the Union in writing.
- b) Grievances shall be investigated outside the normal working hours of the shop steward except where the shop steward cannot perform the investigation due to Company restrictions; then the shop steward shall be entitled to perform the investigation on Company paid time.
- c) The Shop Steward shall attend all grievance meetings held with the Company, and shall be compensated at the applicable benchmark rates or the appropriate rate of pay for all time spent in such grievance meetings.
- d) If the Company representative is unable to meet the steward for a grievance meeting during the steward's working hours, the Company shall arrange with the Union for the assignment of an alternate steward, and where required, this shall include an extension of time limits.

ARTICLE G 9 - SANITARY CONDITIONS

G 9.01 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/Owner Operators to use all facilities carefully, considerately, without unnecessary damage and dirtiness.

G 9.02 First Aid Supplies

The Company shall provide first aid kits at it's terminals to comply with all provisions in accordance with the Canada Labour Code Regulations.

ARTICLE G 10 - NOTICE OF LAYOFF

G 10.01 Notice of Layoff

Where possible, Owner Operators shall be notified two weeks prior to their not being required for duty, except as otherwise mutually agreed by the Parties hereto.

All Employees as defined in this agreement shall receive a minimum of 2 weeks notice prior to layoff, or, 2 weeks pay in lieu.

ARTICLE G 11 - LEADHAND DEFINED

G 11.01 Leadhand Defined

A leadhand, when so designated and classified by the company, shall be defined as an Employee or Owner Operator who shall direct the work of other Employees or Owner Operators while performing similar work him/herself. He/she shall not have the authority to hire, fire, suspend or discipline Employees. He/she shall be a member of the Union and shall have seniority according to this Collective Agreement.

ARTICLE G 12 - SEVERABILITY

G 12.01 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 any tribunal of appropriate 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.

G 12.02 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 purposes of arriving at a mutually satisfactory replacement of 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.

G 12.03 New Legislation

In the event that any new legislation, law or regulations respecting Owner Operators are enacted, the Company and the Union shall meet to discuss the impact of any such new legislation, law or regulation, and attempt to reach a resolve.

ARTICLE G 13 - LABOUR MANAGEMENT MEETINGS

G 13.01 Joint Meetings

Upon ratification of this Agreement, the Company and the Union shall hold as and when agreed to by the parties, Labour Management meetings to be attended by Company representatives, Union representatives and stewards (3 members representing the Company and the Union respectively). The Committee shall establish its own agenda, rules of procedure and the compensation of members in attendance. Payment for attendance at such meetings will be borne by the Company.

ARTICLE G 14 - PAYMENT - SETTLEMENT DATES

G 14.01 Settlement Dates

- a) Pay dates will be the 1st and the 15th day of the month, however if pay dates fall on a weekend or Statutory Holiday the pay date will be the Friday before the weekend or, in the case of holidays, the last working day prior to the holiday.
- b) The Company shall provide, Direct Deposit for all Owner Operators and Employees.
- c) Upon request, the Company shall provide an up-to-date annual total of income earned.

G 14.02 Errors to Pay Cheques and Settlements

If a Company error occurs in the calculation of an Owner Operator's settlement or payroll computation of an Employee's pay cheque and the amount is fifty dollars (\$50.00) or more, he/she shall be entitled, on request, to receive same as soon as practical but not later than five (5) working days after the error was reported.

Any other settlement or payroll errors will be corrected on the next regular settlement or pay cheque.

No Employee or Owner Operator shall have deductions applied to his or her paycheque or settlement cheque without prior knowledge of the Employee or Owner Operator affected.

All errors must be submitted within 5 working days of the settlement date in order to be considered for the next payroll.

G 14.03 Paperwork Administration

All manifests, way bills and other paperwork submissions are due by 12 noon for the previous day except where exceptional circumstances prevail.

ARTICLE G 15 - DURATION OF THE AGREEMENT

G 15.01 Duration of the Agreement

This Agreement shall be for the period of December 1, 2005 through to March 31, 2009 and shall include all alterations and amendments to the preceding Collective Agreement being effective from the date of ratification of this Agreement. Either Party may, within four (4) months immediately preceding the expiry of this Agreement, give to the other Party written notice to commence collective bargaining.

G 15.02 Agreement Observed and Applied

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 I 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, except by the Parties' mutual consent during the period that the Union remains the bargaining agent for Employees/Owner Operators identified in this Agreement.

ARTICLE G 16 - HEALTH AND SAFETY

G 16.01 Health and Safety Committee

Notwithstanding Article 13, there shall be a joint Health and Safety Committee co-chaired by a representative of the Company and of the Owner Operators/Employees. The size of the Committee shall consist of equal members of Company and Bargaining Unit representatives.

G 16.02 Terms of Reference

The Committee shall meet to draft the terms of reference which shall be posted.

G 16.03 Payment for Attendance at Meetings

Attendance at such meetings shall be without loss of pay or compensation at bench mark rate or the appropriate hourly rate of pay for time spent in such meetings and such costs shall be borne by the Company.

G 16.04 Dangerous Goods

Owner Operators and Employees will not be required to handle articles which can readily be considered as inadequately packaged or dangerous. The Owner Operator or Employee must immediately report such items to their supervisor, In cases where this occurs, the Owner Operator or Employee shall be compensated at the "Dead Call" rate.

The Company shall provide dangerous goods training at no cost to the Owner Operator who is required to transport dangerous goods.

ARTICLE G 17 - UNIFORMS

G 17.01 Uniforms

a) Owner Operators

The Company will provide uniforms for the use of Owner Operators. The Uniform will consist of:

- 3 shirts,
- 2 pair of pants,
- 1 jacket,
- cap (optional).

Replacements will be on an “as required basis” at the Company’s expense. Upon termination of the Owner Operator’s contract, the uniform shall be returned to the Company and no refund or rebate shall apply. Once supplied, the uniform must be worn at all times by the Owner Operator when providing services to the Company’s customers and clients.

b) Employees

All Hourly Employees shall have their Uniforms and or Work Clothing issued by the Employer. Replacements for worn or damaged clothing shall be on a proof of need basis. The Uniform shall consist of:

- 5 shirts
- 3 pairs of shorts/pants
- 1 jacket

Replacements will be on an “as required basis” at the Company’s expense

c) Once issued, uniforms issued by the Company shall be worn by Employees and Owner Operators.

ARTICLE G 18 - HARASSMENT IN THE WORKPLACE

G 18.01 Objective

To ensure that all Employees and Owner Operators have a work environment that is free of harassment. The Canadian Human Rights Code (Section 14-1) states that harassment is a type of discrimination.

G 18.02 Policy Statement

Dynamex Canada Corp and CAW Canada are proud of their histories of a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment. At Dynamex Canada Corp, sexual harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated. Dynamex Canada Corp will take disciplinary measures against any person under its direction who subjects any Employee or Owner Operator to sexual harassment.

G 18.03 Definition

Harassment is defined as any “unwelcome conduct of a nature” that has a negative effect on where you work, live or receive services. It can be verbal, physical and/or visual. “Unwelcome” conduct includes any attention that a reasonable person would know or ought to know is unwanted or unwelcome.

The Law Society of Upper Canada adds to the definition by stating that sexual harassment is one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:

- a) When such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to the recipient(s) of the conduct;
- b) When submission to such conduct is made implicitly or explicitly as a condition of employment or engagement;
- c) When submission to or rejection of such conduct is used as a basis for any employment or contractual decision (including, but not limited to, allocation of files, matters of promotion, raise in salary, job security and benefits affecting the Employee or Owner Operator); or/and
- d) When such conduct has the purpose or effect of interfering with a person=s work performance or creating an intimidating, hostile or offensive work environment.

Examples of harassment may include but are not limited to:

- Unwanted sexual advances
- Unwanted touching
- Demands for sexual favours in exchange for favourable treatment or continued employment or engagement
- Threats and demands to submit to sexual requests in order to obtain or retain employment benefit
- Sexual Assault - for example, rape
- Verbal conduct such as:
 1. Epithets, derogatory and/or obscene comments
 2. Slurs or sexual invitations
 3. Verbal abuse or threats
 4. Sexual or sexist jokes, or propositions, suggestive, insulting or obscene comments or gestures, causing embarrassment or offence
 5. Sexually degrading words used to describe a person
 6. Unwelcome inquiries or comments about a person’s sex life
 7. Graphic, verbal commentary about an individual’s body, sexual prowess or sexual deficiencies such as:
- Unwanted flirtations, advances, leering, whistling, touching, pinching, coerced sexual acts, blocking normal movements;
- Visual conduct such as derogatory or sexual posters, photographs, cartoons, drawings or

- gestures or other displays in the work place of sexually suggestive objects or pictures;
- Conduct or comments consistently targeted at only one gender, even if the content is not sexual.

Sexual harassment in the workplace can also include a promise of reward in exchange for sexual favours. It may include a threat, either stated or unstated, that if you do not go along with the harassment there will be job consequences. Consequences can include losing your job, or not getting the shift you want, or being demoted or being denied a promotion.

Dynamex Canada Corp and CAW Canada will not tolerate any form of sexual harassment.

G 18.04 Boundaries of the Work Environment

Sexual harassment is unacceptable in the work place and in other work-related settings such as business trips, court appearances and business related social events. Sexual harassment in the workplace results in making the workplace an intimidating, hostile or/and an offensive place. This is often referred to as a “poisonous workplace”.

G 18.05 Complaint Procedures

1. Informal

You may want to address your concerns informally at first.

2. Speak Up

If you believe that you are being harassed, speak up right away. If possible, tell the person that you are not comfortable with their behaviour, and that you want it to stop. You can speak to them directly or write a letter/memo. Date it and keep a copy. If you are unable to speak directly with the person, you can ask a designated person to help you communicate with the alleged harasser, or to speak to them on your behalf, without going through actual mediation or a formal complaint. In addition, tell someone you trust what is going on. [Note: nothing in this policy is intended to restrict or limit any individual covered by the Collective Agreement from referring a matter to and/or obtaining representation by, the union or its representatives in an attempt to resolve an issue hereunder, including but not limited to the filing of a grievance in accordance with the provisions of the Collective Agreement.]

3. Keep Notes

Record all unwelcome or harassing behaviour. Write down what has happened, when, where, how often, who else was present, and how you felt about it. Write down every instance of harassment.

4. Report It

If the harassing behaviour occurs again, report it to the person designated to receive complaints and your Union Representative. At Dynamex Canada Corp the Manager of the Human Resources Department and Director of Human Resources are both designated staff to receive complaints relating to harassment. Additionally, you can report the matter to your supervisor or branch manager.

We strongly encourage you to report the issue to someone who is an Employee at Dynamex Canada Corp and your Union Representative. Dynamex Canada Corp is committed to working with the Union to prevent all forms of harassment.

Once a person reports harassment, a designated staff member who works in the Human Resources Department and a Union Representative will thoroughly investigate the allegations and keep accurate notes on their findings, conversations and statements. Both parties will share their notes and work cooperatively on this matter.

G 18.06 Mediation

It may be appropriate to attempt to solve the complaint through mediation before going to formal investigation. If a qualified person from outside the branch is available to act as mediator, and the complainant and the alleged harasser agree, that person will attempt to help the parties settle the complaint. If no one is available, the designated person may help settle the complaint, and should not be asked to represent the company at any stage of proceedings related to the complaint.

Either party has the right to refuse mediation. You are the only one who can decide if mediation is appropriate for you. Do not agree to it if you feel pressured into it, or feel that you are at a disadvantage or vulnerable because of your age, gender, race or colour, religion, sexual orientation, economic position or for any other reason. If someone suggests mediation but you are uncomfortable with it, you can say so, and it will not be part of the complaint process.

If mediation does become part of the process, each person has the right to be accompanied and assisted during mediation.

G 18.07 Formal Complaint

A formal complaint can be initiated at any time. The following instructions highlight the steps to be taken for a formal complaint:

The Complaint must be submitted in writing and will include:

- a) Names of the people involved
- b) Nature of the complaint
- c) Behaviours and dates that are basis of the complaint
- d) The resolution being sought
- e) Signature of the complainant

Once a complaint has been received, the person to whom the complaint was made will notify the Director and/or Manager of Human Resources Department and the Union.

G 18.08 Investigation Procedure

The Director and/or Manager of Human Resources will promptly appoint an Investigation Team, members of which will not be associated with the parties' work areas and which will include a Union National Representative.

- The Complainant and the alleged harasser will be placed in different working locations to discontinue any physical or verbal contact until after the investigation is completed.

Information provided by Employees or Owner Operators to supervisors or others involved with the complaint will be handled with appropriate care and discretion and will be kept in strictest confidence, except where disclosure is necessary for the purpose of investigating the complaint or taking disciplinary measures.

- While conducting the investigation, the Investigator(s) shall interview both the complainant and the alleged offender within ten (10) working days.
- The Investigator(s) will interview any witnesses identified by the parties involved or individuals who may have knowledge of the complaint.
- The Investigator(s) will document all information accurately and completely.
- Following the inquiry, the Investigator(s) will report their findings to the Manager and/or Director of Human Resources within seven (7) working days.
- The Manager and/or Director of Human Resources, in conjunction with senior management, will review the complaint and then decide on the appropriate course of action.
- Reprimands may range from suspension from work to termination of employment or the cancellation of contracts.

G 18.09 The Investigation will involve:

- a) Getting all pertinent information from the complainant
- b) Informing the alleged harasser of the details of the complaint, and getting his/her response
- c) Interviewing any witnesses
- d) Keeping the complainant updated of the process
- e) Recommending appropriate remedies, penalties or other actions to be taken by Senior Management.

G 18.10 Substantiated Complaints

If the Human Resources Manager and/or the Director of Human Resources and senior Management find the complaint substantiated, they will decide on appropriate remedies and disciplinary action. Both parties and the Union will be informed of the decision, in writing, with-in seven (7) working days of the report submitted.

G 18.11 Corrective Measures to the Victim

Responses to a person who has been harassed can include any of the following:

- An oral or written apology from the harasser and Dynamex Canada Corp
- Compensation for any lost employment or contractual benefits, such as sick leave

G 18.12 Corrective Action for the Harasser

After a thorough investigation has taken place, and if allegations are substantiated, appropriate corrective action will be undertaken in accordance with the following:

- A written reprimand will be issued and the offender=s actions in this regard will be monitored. This may take the form of monitoring and written reports by the supervisor, with documentation going on the offender=s personnel file.
- if the incidents continue after the written reprimand, corrective action will be taken including suspension without pay or immediate termination or contract cancellation.

- Sexual harassment involving physical assault may warrant immediate suspension without pay during the investigation, and can lead to dismissal or contract cancellation.

Note: Managing and/or coaching that includes counselling, performance appraisal, work assignment, and the implementation of disciplinary actions, is not a form of harassment, and the policy does not restrict a manager/supervisor's responsibilities in these areas.

G 18.13 Unsubstantiated Complaints

If there is not enough evidence to support an allegation of harassment, the investigator(s) will not recommend any penalties or corrective measures. Fabrication of complaints will result in disciplinary action being taken against the complainant, and may include dismissal or contract cancellation.

G 18.14 Complaints made in Bad Faith

A complaint brought under this policy, which is determined by the Investigation Team and Senior Management to involve malicious intent, by the complainant is a violation of this policy subject to appropriate disciplinary action.

If the complaint is found to be wholly without merit, all documentation will be removed from both parties' personnel files. In order to protect the alleged harasser's reputation, those individuals who were involved in the investigation will be advised that the complaint was unfounded.

G 18.15 Retaliation

Threatening and/or intimidating someone who has either filed a complaint or who is providing evidence or assistance in complaint proceedings is a criminal offence and is considered discrimination by the Human Rights Code - Section 14 - 1.

Dynamex Canada Corp and CAW will not tolerate any retaliation directed to any of the parties involved in the harassment investigation.

Dynamex Canada Corp and the CAW have developed this policy to enable all Employees and Owner Operators to work in an environment free from sexual harassment. Dynamex Canada Corp will make all efforts to ensure that all personnel are familiar with the policy and know that any complaint received will be thoroughly investigated and appropriately resolved.

ARTICLE G 19 - RELIEF

G 19.01 Relief Drivers/Employees

The Company shall maintain a minimum of six (6) relief drivers [three (3) for Bank Base and three (3) for other contract work] and two (2) bikers from within the Messenger Fleet to back up Bank Base or Contract runs resulting from approved or emergency temporary leave.

Use of relief drivers resulting from excessive or abusive absenteeism will be identified by the Company or the Union and the Parties will consult with the objective of resolving the problem.

HOURLY COMMISSION EMPLOYEE SECTION

ARTICLE E 1 - EMPLOYEE DEFINITIONS

E 1.01 Employee Definitions

Hourly/Commission 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 a shift of not less than four (4) hours per day and less than forty (40) hours in a week on a consistent basis.

ARTICLE E2 - GENERAL CONDITIONS

E 2.01 Employee Discipline

An Employee will receive a copy of any written reprimand or disciplinary suspension placed in his/her 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 be removed from that Employee's file. At any time where an Employee is to be disciplined, that Employee shall have the right to have a Union Steward present or via telephone conference. Verbal or written warnings will be documented in writing and forwarded to the Employee and the Union for review. In such cases the Employee will have the right to a meeting to review said warning with a Union Shop Steward present prior to the warning being entered into the Employee's personnel history file. Should the Employee choose not to view said warning with their Union shop Steward, such warning shall become part of their personal history file.

E 2.02 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 motorized vehicular equipment, or that any Employee purchase or assume any proprietary interest or other obligation in the business as a condition of continued employment.

E 2.03 Employee Probation 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.

E 2.04 Job Postings

All new jobs and vacancies shall be filled by seniority and shall be posted and paged 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/she returns to work provided he/she 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 seven (7) calendar days of receipt of the job posting to the Company by double registered mail if he/she intends to bid on the job posting and his/her selection.

E 2.05 Leaves of Absence

- a) If a regular Employee for certified health reasons is unable to perform the work in his/her regular job permanently, he/she will be reclassified according to his/her 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/her 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.

An Employee who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. The Company has the right to request a second medical opinion at the Company's expense.

- 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 scope of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and eighty (180) calendar days. Such individuals shall not directly hire, fire or discipline members of the bargaining unit but may participate with respect to making recommendations to same.

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.

Not later than the one hundred and eightieth (180th) calendar day of this period, the Employee must exercise his/her seniority rights by returning to his/her former position or relinquish all such seniority rights.

ARTICLE E 3 - HOURS OF WORK & OVERTIME FOR HOURLY PAID EMPLOYEES

E 3.01 Hours of Work

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

- a) 8 Hour Day - 40 Hour Week

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) 10 Hour Day - 40 Hour Week

i) Ten (10) hours per day excluding meal period, forty (40) hours per week with at least three (3) 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 hours rate of pay.

- ii) In cases where service delivery requires that an Employee's days off be split, the Company may schedule 2 consecutive days off, and a third day off elsewhere in the Employee's work week. Wherever possible, the Company must attempt to schedule 3 consecutive days off.

E 3.02 Guarantees

- a) Any hourly paid 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 for 5 day Employees.
- b) Any hourly paid Employee who reports for work shall be paid not less than five (5) hours wages provided they are willing to work the five (5) hours for 4 day Employees.
- c) Any hourly paid 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 E 4 - MEAL AND REST PERIODS

E 4.01 Meal Period

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

E 4.02 Rest Breaks

Employees shall be entitled to one (1) 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 without loss of pay. These break times shall be deemed to have been taken where natural breaks occur in the course of the Employee's work day. At no time shall the taking of the aforementioned breaks interfere with the efficient operation of the Company.

ARTICLE E 5 - BEREAVEMENT LEAVE

E 5.01 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, stepchild or Foster child, parent-in-law, sister-in-law, brother-in-law, legal guardian, grandparents, grandchildren, nephews and nieces.

Bereavement 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.

A working day lost shall not be more than eight (8) hours for a 5 day Employee and ten (10) hours for a 4 day Employee. Part time Employees shall have their 3 days leave with pay based on the average number of hours worked per day divided by the number of days worked in the previous 14 days.

For the purposes of this article, a same sex partner shall be considered a spouse.

ARTICLE E 6 - JURY DUTY

E 6.01 Jury Duty

- a) When Employees are required to serve on a jury, judicial hearing, coroners report or subpoenaed as witnesses, the Employee will be paid for the difference between the jury or court fees and the pay for work for the period for which they are required to serve on the jury, provided the Employee be available for work for the Company during said period when the Employee is not required to actually serve on the jury. It is also understood that when Employees are appearing as a witness on Company business, they shall be paid at their regular rates of pay.

ARTICLE E 7 - STATUTORY HOLIDAYS

E 7.01 Recognized Statutory Holidays

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

New Year's 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.

E 7.02 Holiday Falling on Day Off or Vacation

In the event that a statutory holiday falls on an Employee's day off or during their Annual Vacation period, the Employee shall receive his/her normal day's wages for the statutory holiday.

E 7.03 Payment for Statutory Holiday worked

Employees who work on any of the above noted statutory Holiday shall receive 150% of their regular rate of pay for all hours worked, plus, 8 hours statutory holiday pay. Such eight (8) hours shall be deemed to be the minimum expectancy benchmarks as set out in Article "E" 10.

E 7.04 Eligibility for Statutory 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.

ARTICLE E 8 - ANNUAL VACATIONS

E 8.01 Annual Vacation and Vacation Pay Entitlements

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

<u>Consecutive years of Service</u>	<u>Vacation Allotment</u>	<u>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.
- c) Payment of unused vacation entitlement shall be in accordance with the provisions of the Canada Labour Code, Part III.

E 8.02 Vacation Scheduling 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.

E 8.03 Vacation Schedule Limitations

- a) In the event that an Employee has not posted for his/her 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 December in each year, provided they have been employed for a period of one (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/her normal work week on the completion of his/her vacation unless otherwise mutually agreed between the parties.
- 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.

E 8.04 Vacation Period Need not be Continuous

An Employee’s vacation can be scheduled in blocks of one (1) week.

ARTICLE E 9 - HEALTH AND WELFARE PACKAGE

E 9.01 Health and Welfare Package

The Company will pay 100% of the MSP premium for Biker/Walker Employees who have completed one (1) year of service with the Company. Employees will be required to apply for any premium subsidies available to them.

ARTICLE E 10 - WAGES FOR HOURLY EMPLOYEES

E 10.01 Walker/Biker Commission

Each Walker/Biker shall receive a commission rate and minimum expectancy benchmarks as set out below. Minimum expectancy benchmarks are calculated using a five (5) working day average as set out in "O" 13.01 Rate Committee.

- | | | |
|-----------------------------|-----|----------|
| • 0 to 3 years of Service | 52% | \$80.00 |
| • 4 to 7 years of Service | 53% | \$85.00 |
| • 8 to 10 years of Service | 54% | \$90.00 |
| • 11 to 15 years of Service | 55% | \$95.00 |
| • over 16 years of Service | 56% | \$100.00 |

E 10.02 Minimums and Meeting Time

For all Company initiated meetings where attendance is compulsory. Bikers/Walkers will be paid a minimum of \$12.50 per hour (or their existing hourly rate of pay, whichever is greater) for all time spent in the meeting during their normal working hours. For meetings outside of normal working hours the rate of pay will be \$15.00 per hour.

ARTICLE E 11 - BICYCLE COURIERS/WALKERS

E 11.01 Vehicle Calls

If a Bike Courier is directed to handle a call that is designated as a vehicle call, they shall be paid a premium of five dollars (\$5.00) over and above the revenue.

E 11.02 Bus Pass

The Company, at their discretion, shall pay for the Walker's bus pass where the use of public transit is required in the performance of their duties.

E 11.03 Bike Courier Plate

After each full year of employment of a Bike Courier the Company will reimburse the cost of the annual Bike Courier plate for the previous year to be paid out on the first payroll of the New Year.

E 11.04 Review of Records

The Union may request a review of pick-up and delivery records as required on Company premises. This right shall not interfere with the normal operations of the Company and will not be unreasonably denied.

ARTICLE E 12 - WORKERS' COMPENSATION

E 12.01 Workers' Compensation Premiums

The Company shall pay one hundred percent (100%) of the Bikers'/Walkers/ premiums for Workers' Compensation.

ARTICLE E 13 - RADIOS

E 13.01 Communication System

The Company shall supply a communications system between dispatch and the Bikers as well as between the Bikers themselves.

The Company shall consult with the Union prior to the implementation of any new communication system.

ARTICLE E 14 - BIKER TRAINING

E 14.01 Training Premium

Any Biker by seniority who is requested by the Company to train a new Biker shall be paid an additional thirty-five dollars (\$35.00) per day for such training in addition to what the Biker would have made for that day. The trainee shall be paid eight dollars (\$8.00) per hour for all time spent in training to a maximum of eight (8) hours per day.

ARTICLE E 15 - SICK DAYS

E 15.01 Sick Days

Hourly Employees shall receive sick days pursuant to the following schedule:

1 to 5 years of service	2 days per year
6 to 10 years of service	4 days per year
- 11 years of service and over	5 days per year

In the event that in a twelve (12) month period they do not use these sick days, the Company shall reimburse the Employee seventy-five percent (75%) of the amount that he/she would have been eligible for. The amount shall be the minimum expectancy benchmark as set out in E 10.01. The employee shall not be eligible to use these days unless they have accrued at least the time being used and have been on the payroll for one (1) year.

E 15.02 Doctor's Notes

Where the Company requests an Employee to obtain a Doctor's note, the Company shall bear all costs associated with its production. All requests for reimbursement must be accompanied by the original doctor's note and a proper dated receipt. The reimbursement shall be processed on the employee's next scheduled settlement.

OWNER / OPERATOR SECTION

ARTICLE O 1 - OWNER OPERATORS

O 1.01 Definition of an Owner Operator

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

O 1.02 Adverse Effect

An Owner Operator will receive a copy of any documentation placed in his/her 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 documentation 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 be removed from the Owner Operator's engagement file,

O 1.03 Emergency and Overload Situations

The use of leased equipment and/or the storage, handling or delivering of merchandise or other goods and materials deemed to be bargaining unit work, by other than members of the bargaining unit will be limited to emergency and/or overload situations.

O 1.04 Contracting Out

There will be no contracting out of work currently performed by an existing member of the bargaining unit that will directly result in the layoff of a bargaining unit member.

ARTICLE O 2 - GENERAL CONDITIONS

O 2.01 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.

O 2.02 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).

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

O 2.03 Company, Not Lessor

Under no circumstances shall the Company be a lessor, vendor or seller of equipment to an

Owner Operator, as a condition of entering into an agreement with an Owner Operator.

O 2.04 No Mandatory Source

Under no circumstances shall the Company, 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.

O 2.05 Rental Vehicles

The Company will maintain a business relationship with a vehicle rental firm for relief purposes for drivers whose vehicles break down. **All** rental costs will be borne by the drivers.

O 2.06 Run Configuration

The present incumbents of all existing contract runs shall be identified accordingly and, upon the restructuring of the runs , the incumbent affected shall be given first right of refusal on the new runs, in order of seniority within their classification subject to their qualifications,

O 2.07 Run Audits

Where there is a recognized discrepancy in the length of time required to complete a hourly based run, a run audit will be conducted to determine the correct amount of time to be paid. Route audits shall be completed within 10 business days and any adjustments will be effective from the date the discrepancy was recognized

In the event of multiple run audits, the Company and the Union will confer to determine a schedule for the run audits.

ARTICLE O 3 - OBLIGATIONS

O 3.01 Owner Operator Equipment

- a) It shall be the duty and the 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.

O 3.02 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 and complete the required documentation.

O 3.03 Decals

The Company requires Owner Operators to outfit their vehicle with decals, subject to the following conditions;

- a) Decals, including magnetic decals, shall be issued to all Owner Operators at no expense to the Owner Operator. Lost or damaged decals shall be replaced at full cost payable by the Owner Operator.

- b) Owner Operators driving white vehicles with removable decals, or partial non-removable decals as approved by the Company, shall receive a monthly premium of thirty dollars (\$30.00). Those Owner Operators driving white vehicles with full Company decals (non-removable) shall receive a premium of sixty dollars (\$60.00) per month. The provisions of Article 3.3 (b) shall only apply to those Owner Operators that currently receive these premiums.

O 3.04 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 grandchildren, nieces and nephews.

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

For the purposes of this article, a same sex partner shall be considered a spouse.

O 3.05 Leaves of Absence

- a) If an Owner Operator for certified health reasons is unable to perform his/her duties, he/she will be reclassified according to his/her seniority and capability to perform work in another classification if it exists within the bargaining unit.

The Owner Operator must provide a valid medical opinion of his/her 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.

An Owner Operator who is deemed to be medically unfit to perform their regularly assigned duties will be granted a medical leave of absence. The Company has the right to request a second medical opinion at the Company's expense.

- b) When an Owner Operator within the bargaining unit covered by this Agreement receives a leave of absence to take a position within the Company which is beyond the scope of the bargaining unit, he/she may retain his/her seniority for a maximum of one hundred and eighty (180) calendar days. Such individuals shall not directly hire, fire or discipline members of the bargaining unit but may participate with respect to making recommendations to same.

Owner Operators 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.

Not later than the one hundred and eightieth (180th) calendar day of this period, the Owner Operator must exercise his/her seniority rights by returning to his/her former position or relinquish all such seniority rights.

O 3.06 Legal Obligation

Owner Operators shall be compensated at bench mark rates for lost revenue if they are required to appear in legal proceedings as witnesses for the Company.

ARTICLE O 4 - PROBATION PERIOD

O 4.01 Owner Operators Probation 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/she has been discharged or his/her contract has been cancelled with such reasons in writing.

ARTICLE O 5 – HEALTH AND WELFARE PACKAGE

O 5.01 Health and Welfare Package

The Company shall offer a Health and Welfare package for all Owner Operators and the total cost of the package shall be at the Owner Operator's expense. The provisions of the Health and Welfare package will be set out under separate cover.

ARTICLE O 6 - MOTOR CARRIER PLATES

O 6.01 Motor Carrier Plates

The Company shall pay one hundred percent (100%) of the cost of each Owner Operator carrier plate each year.

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

ARTICLE O 7 - CARGO INSURANCE

O 7.01 Cargo Insurance

The Company shall provide cargo insurance to the Owner Operators at no cost. The Company shall be responsible for any deductibles except where loss or damage is due to the Owner Operator's wilful disregard or negligence.

ARTICLE O 8 - COMMUNICATIONS EQUIPMENT

O 8.01 Communication Equipment

The Company shall supply the Owner Operator with communication equipment. Maintenance of the communications equipment will be at the Company's expense, except when maintenance results from misuse by the Owner Operator.

Communication charges – status quo, to a maximum of \$70.00 per month for Mike Phone and \$20.00 per month for pager only (and to a maximum of \$65.00 per month for Mike Phones and \$20.00 per month for pager effective the beginning of the fifteenth month of the Collective Agreement); however, those Owner Operators not paying because of administrative oversight (i.e.) those not excluded under the provisions of a previous collective agreement or who have an express documented waiver shall be assessed the applicable charges for the equipment provided. Seventy dollars (\$70.00) per month for Mike phones; twenty-five dollars (\$25.00) per month

pager only) effective the first day of the first month following ratification.

A charge of eighty-five dollars (\$85.00) per month for Mike Phones and thirty dollars (\$30.00) per month for pager only shall be the charges for Owner Operators engaged after the date of ratification.

O 8.02 Communication for Approved Business Only

Communications Equipment shall allow for communication between dispatch and the Owner Operators as well as between the Owner Operators themselves (except where the Owner Operator has a pager only), for approved business purposes only.

ARTICLE O 9 - OWNER OPERATOR TRAINING

O 9.01 Owner Operator Training (non-bank based or dedicated contract)

Any Owner Operator, excluding bank based or dedicated contract Owner Operators, who is requested by the Company to train an Owner Operator shall be paid an additional fifty \$50.00 per day for such training in addition to what that Owner Operator would have made for that day.

O 9.02 Bank Based/Dedicated Contract Training

Notwithstanding any other provision in this agreement, respecting training premiums or trainee rates, Bank Base Trainers are not eligible for a Trainer premium, however, trainees shall receive a \$10.00 per hour rate for all hours worked based on the scheduled duration of the route.

ARTICLE O 10 - AFTER HOURS

O 10.01 After Hours

- a) For the purposes of After Hours work, the Owner Operator shall submit to the Company in writing the form expressing their desire to have their name placed on such list and seniority shall be the guiding factor provided the senior Owner Operator possesses the qualifications, has the appropriate equipment, and is available to do the work. Such forms shall be supplied by the Company. Current After Hours drivers will maintain their place on the After Hours list; any requirement for additional drivers will be filled in accordance with the provisions of this Article.
- b) After Hours surcharges will apply as per past practice with respect to arrangements with specific customers from time to time and Owner Operators shall receive their percentage of such surcharges. New After Hours customers shall be billed at the rate of \$25.00 plus the on and gone rate, subject to customer discounts and individual contracts. Owner Operators shall receive their percentage of such surcharge.

ARTICLE O 11 - FUEL COSTS

O 11.01 Fuel Purchase Discount Program

The Company will implement and administer a Fuel Purchase Discount Program allowing Owner Operators to charge fuel purchases with settlement deductions.

O 11.02 Fuel Surcharges for New Dedicated Contracts

The Company will endeavour to negotiate fuel surcharges for all new dedicated contracts.

O 11.03 Fuel Escalation Surcharge

In the event a member feels they are not receiving an adequate fuel surcharge for the work they perform they may on a quarterly basis apply for a review of their surcharge by the rate committee.

ARTICLE O 12 - COMMISSION LEVELS**O 12.01 Commission Levels**

Car	54% \$110.00	55% \$115.00	56% \$115.00	57% \$125.00	58% \$125.00
Min Van / Pick Up	55% \$120.00	56% \$130.00	57% \$135.00	58% \$135.00	59% \$135.00
¾ Ton Van	57% \$130.00	58% \$140.00	59% \$140.00	60% \$145.00	61% \$145.00
1 Ton	64% \$150.00	65% \$160.00	66% \$165.00	67% \$165.00	68% \$165.00
3 Ton	67% \$165.00	68% \$170.00	69% \$180.00	70% \$185.00	71% \$195.00
5 Ton	70% \$175.00	71% \$185.00	72% \$195.00	73% \$205.00	74% \$215.00

- (a) Any Owner Operator being compensated at a rate lower than as set out in the above grid, that Owner Operator shall have his/her commission level raised by 1% effective the date of ratification of this agreement and by an additional 1% each year thereafter, until his/her commission level is in line with the Commission Level Schedule above.
- (b) Any Owner Operator who currently has a Commission Level higher than as set out above, that Owner Operator shall remain at the higher Commission Level.
- (c) The numbers following the commission levels as set out in the above grid are the minimum expectancy benchmarks as set out in the Rate Committee language in Article "O" 13.01.
- (d) There shall be a general increase of the rates charged to customers within 30 days either before or after:
 - 4% effective March 1st, 2006
 - 3% effective March 1st, 2007
 - 3% effective March 1st, 2008
 - 2% effective March 1st, 2009

Members of the bargaining unit will participate in said increase to the extent that it results in increased revenue from customers.

ARTICLE O 13 - RATE COMMITTEE

O 13.01 Rate Committee

The Company acknowledges that the assistance of the Union in determining rates charged to customers and in establishing procedures and practices that will contribute to increasing the income of both Owner Operators and Employees and the Company is invaluable and welcomes such input. There shall be a joint committee of two (2) representatives of the Company and two (2) from the Union will be formed and shall meet monthly or at such other times as shall be agreed upon by the Committee to review the rates charged customers by the Company as well as issues relating to average daily Owner Operator and Employee revenues, fleet size, average calls per day, discount levels and business or product development.

Committee recommendations will be forwarded directly to the District Manger for review.

Following establishment of the Committee and after three (3) months engagement or employment, Owner Operators and Employees shall have the right to request that the Rate Committee undertake a review and assessment of their revenues or earnings that fall below the following minimum expectancy benchmarks on a regular basis:

The Committee shall determine the reasons and causes behind an instance where an individual's revenues or earnings fall below the expectancy benchmark based on a semi-monthly per diem average for Owner Operators and a 5 business day average for Employees calculated on actual complete days worked and corresponding to the regular settlement period. Calculations are based on the Owner Operator or Employee being available to work on each complete business day of the settlement period and averaged to yield a semi-monthly total for the applicable settlement period, pro-rated on the basis of full day calculations only to account for approved leaves and documented illness/injury. The Committee shall recommend appropriate corrective action including revenue or wage adjustments required in specific cases. Such recommendations will be submitted to the District Manager or designate and replied to within fifteen (15) days, unless the parties agree otherwise. It is understood and agreed the minority recommendations respecting revenue or wage adjustments, by at least one-half of the Committee members, may be, if not accepted by the District Manager or designate, referred to the grievance and arbitration process under this Collective Agreement.

Minimum Expectancy Benchmarks will be pro-rated in respect of Owner Operators or Employees engaged in a mix of dedicated/scheduled and on-demand (messenger) work, based on a full working day basis (minimum nine [9] hours, which in the case of Employees will be inclusive of break entitlements).

However, in no case shall such pro-rating result in an adjustment in an individual's earnings or revenue that exceeds the aggregate benchmark amount for that individual based on vehicle type.

Where an individual Owner Operator or Employee otherwise meets the above requirements with respect to work and availability but repeatedly fails to attain the applicable Minimum Expectancy Benchmark level, the Company and the Union understand that corrective action may be required and the parties agree to consult in respect of such cases before corrective action is implemented.

ARTICLE O 14 - MINIMUM PICK-UP/DELIVERY CHARGES

O 14.01 Minimum Pick-up/Delivery Charges

- a) Owner Operators will be paid commission on a minimum messenger vehicle pick-up and delivery charge of four dollars (\$4.00).
- b) Owner Operators will be paid commission on a minimum overnight vehicle charge of three dollars and fifty cents (\$3.50).
- c) Owner Operators and Employees shall receive commission percentages of any add-ons or ancillary pick up or delivery charges, if applicable, as per the customer tariff. Add-ons and ancillary charges include, but are not limited to cubic weight, weight charges, waiting time and after hours charges. The Company shall provide the Union with the listing of such charges.
- d) Dangerous Goods - \$7.50 (Net to the Driver), this surcharge will be increased along with the rate increases identified in the agreement. The members will receive these increases to the extent that if results in increased revenue from the customers.
- e) All disputes are to be referred to the Rate Committee
- f) Jobs requiring a second person, that second person shall be compensated at a minimum of fifteen (\$15.) net for the first hour or portion thereof and paid in fifteen minute increments thereafter at a rate of \$3.75 for additional fifteen minutes worked. In the event that a five (5) ton driver is directed by the Company to be the second man there will be a \$15.00 premium net payout to the driver in addition to the above hourly rate.

O 14.02 Bank Base

- a) Rates paid to bank Base drivers shall be as follows:

	Current	July 1, 2006	July 1, 2007	July 1, 2008
Vancouver	\$17.96	\$18.20	\$18.68	\$19.20
UBC	\$17.96	\$18.20	\$18.68	\$19.20
SFU	\$17.96	\$18.20	\$18.68	\$19.20
Burnaby Short	\$17.96	\$18.20	\$18.68	\$19.20
Burnaby Mid	\$17.96	\$18.20	\$18.68	\$19.20
Burnaby Long	\$17.96	\$18.20	\$18.68	\$19.20
Richmond	\$17.96	\$18.20	\$18.68	\$19.20
North Vancouver	\$17.96	\$18.20	\$18.68	\$19.20
West Vancouver	\$17.96	\$18.20	\$18.68	\$19.20
New Westminster Short	\$17.96	\$18.20	\$18.68	\$19.20
New Westminster Long	\$17.96	\$18.20	\$18.68	\$19.20
Port Moody	\$17.96	\$18.20	\$18.68	\$19.20
Port Coquitlam	\$17.96	\$18.20	\$18.68	\$19.20

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Coquitlam Short	\$17.96	\$18.20	\$18.68	\$19.20
Coquitlam Long	\$17.96	\$18.20	\$18.68	\$19.20
Ladner	\$17.96	\$18.60	\$19.08	\$19.64
Tsawassen	\$17.96	\$18.60	\$19.08	\$19.64
White Rock	\$17.96	\$18.60	\$19.08	\$19.64
Surrey Short	\$17.96	\$18.60	\$19.08	\$19.64
Surrey Mid	\$17.96	\$18.60	\$19.08	\$19.64
Surrey Long	\$17.96	\$18.60	\$19.08	\$19.64
Cloverdale	\$17.96	\$18.60	\$19.08	\$19.64
Pitt Meadows	\$17.96	\$18.60	\$19.08	\$19.64
Maple Ridge	\$17.96	\$18.60	\$19.08	\$19.64
Langley	\$17.96	\$18.60	\$19.08	\$19.64
Port Kells	\$17.96	\$18.60	\$19.08	\$19.64
Fort Langley	\$17.96	\$18.60	\$19.08	\$19.64
Aldergrove	\$19.96	\$20.24	\$20.76	\$21.36
Clearbrook	\$19.96	\$20.24	\$20.76	\$21.36
Mission	\$19.96	\$20.24	\$20.76	\$21.36
Abbotsford	\$19.96	\$20.24	\$20.76	\$21.36
Chilliwack Short	\$19.96	\$20.24	\$20.76	\$21.36
Chilliwack Long	\$19.96	\$20.24	\$20.76	\$21.36
Hope	\$20.96	\$21.60	\$22.16	\$22.80
Squamish	\$19.96	\$20.60	\$21.12	\$21.76
Whistler	\$19.96	\$20.60	\$21.12	\$21.76
Pemberton	\$19.96	\$20.60	\$21.12	\$21.76
Agassiz	\$19.96	\$20.60	\$21.12	\$21.76
Rosedale	\$19.96	\$20.60	\$21.12	\$21.76
Yarrow	\$19.96	\$20.60	\$21.12	\$21.76
Seattle **	\$253.68	\$265.00	\$271.63	\$279.77

** Note: Seattle run covers one driver with all of his work included at this rate.

- b) Graveyard shift premium for all work performed between 12:00 AM and 4:00AM, \$1.00 per actual hour worked during this time.
- c) Statutory holiday premium for all non scheduled work, performed ad hoc. Minimum pay of 4 hours at time and a half of the applicable hourly rate.
- d) **If** the Company adds any work/pieces of work to any existing runs, it shall pay an additional 15 minutes for each additional 15 minutes, or part thereof, actually worked beyond the current scheduled paid hours.

- e) When a route becomes available through a departure of a member, the route will be reposted in it's entirety with the current paid hours intact. This is subject to change only by written mutual agreement by the Union and the Company jointly.
- f) When the amount of time paid on an individual run, in isolation, is the sole determination of contemplated route change, then the compensation for the run will be maintained at the current level while the incumbent retains the run.
- g) Fuel Surcharge premium based on the language as set out in Article O11.00 to O11.02 using the following numbers:

(i) Cost of regular gasoline	Applicable FSC payout
\$ 0.00 - \$ 0.90	0
\$ 0.901 - \$ 1.00	4.00%
\$ 1.001 - \$ 1.10	7.50%
\$ 1.101 - \$ 1.20	11.00%
- h) The Company shall provide a master route sheet for all current and future routes as they are constructed. The route sheets shall include route numbers, start and finish times, stop times, hours paid, and the current rate of pay. A copy of the master route sheet shall be made available to the Union when requested for review at the Company office only.

O 14.03 Cartage (1 Ton and Larger)

- a) All dead calls to be compensated at a minimum of one-half (½) hours pay, If a driver is dead headed from more than twenty kilometres away, the call will be compensated at one (1) hour.
- b) All singular hourly jobs shall have a minimum charge one and one half (1 ½) hours for each call except where the customer request is for separate jobs performed by the same owner operator, a minimum charge per trip will be one (1) hour except for the first job of multiple jobs, the first job shall be paid at 1 & 1/2 hours.
 - (i) All time charges after the first one and one half (1 ½) hours shall be charged at 15 minute intervals.
 - (ii) The base hourly charged amount for the (3) and (5) tons will be increased by a minimum of four percent (4%) in conjunction with the general rate increases identified earlier in the contract. All customers at that time that enjoy rates less than \$40.00 per hour for five (5) tons or \$35.00 for one (1) ton will be increased by at least the four percent (4%) above as set out in 12.01(d).
 - (iii) Redirects and bad address shall be compensated at the appropriate hourly rate for the duration of the call and shall be paid in 15 minute increments.
 - (iv) The Owner Operator will be paid for all waiting time, loading time and unloading time as per individual customer contracts.
 - (v) Owner Operators will receive their commission rate of \$10.00 per job for calls requiring the use of a power tail-gate.
- c) Emergency call out work performed on weekends shall be paid a minimum of three (3) hours at one and a half (1½) times the applicable hourly rate. This does not apply to any full time postings or posted runs.

- d) After hours or specialty contract work offering greater pay than the hourly rate will be offered on a seniority basis and will be rotated in order of availability to work.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

APPENDIX "A"

**OWNER OPERATOR CONTRACT FOR
RETENTION OF SERVICES**

This Agreement made this _____ day of _____, 200_.

Between:

**DYNAMEX CANADA CORP
(Hereinafter referred to as "the Company")**

AND

OWNER OPERATOR

Name in Full: _____

WITNESETH

WHEREAS the Owner Operator owns/leases a vehicle (the "Vehicle") suitable for pick-up and delivery of small parcels and other material (the "Service"),

AND WHEREAS the Owner Operator is willing to make available and operate the Vehicle to perform for the Company upon the Terms and Conditions hereinafter set forth,

- The Owner Operator making use of the Vehicle shall perform the Services by Company standards in a timely and efficient manner.
- The Owner Operator shall maintain the Vehicle in a safe, serviceable and clean condition.
- All costs related to Vehicle operation and maintenance shall be borne by the Owner Operator.

The Owner Operator covenants that it shall:

Obtain and maintain all licenses and permits required to carry out the Services to be performed by it under this Agreement.

Maintain, repair insure and operate each Vehicle used by it at its own expense; and, keep insured each Vehicle used by him/her for Public Liability and Property damage in the minimum amount of \$2,000,000.00 all inclusive coverage, and supply proof of same to the Company.

The Company will provide Cargo Insurance to the Owner Operator at the Company's expense, a certificate of which shall be provided to the Owner Operator.

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 cancellation of this Agreement for any cause or means whatsoever, then for a period of one (1) year from the cancellation of this Agreement, the Owner Operator shall not either personally or by its agents, or by letters, circulars or advertisements, or in any other manner whatsoever, whether on its own behalf or on behalf of any person, persons, firm, association, syndicate, company or corporation, canvas, 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 cancellation of this Agreement,
or,

- Have been customers of the Company within a period of twelve (12) months prior to the cancellation of the 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 Services such customers, have become known to the Owner Operator.
- 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 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 Owner Operator 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 voter 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 restricted 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 the paragraphs herein, and further that the remedy of damages and the remedy of any injunction shall not be mutually exclusive.
- Upon termination of this Agreement, the Owner Operator shall forthwith remove from the Vehicle all other trademarks, logos and other elements of decoration which are distinctive of the Company or its customers.
- The Owner Operator shall deliver to the Company a daily summary of Services performed together with copies of waybills and manifests, where applicable. All information must be complete and legible.
- The Owner Operator undertakes to indemnify and hold the Company harmless from all claims, debts, demands, suits, actions and causes of action whatsoever for loss, damages,

delay and liability of any nature or kind whatsoever made or brought by any person, firm or corporation with the Services rendered by the Owner Operator.

- The Owner Operator making use of the Vehicle shall perform the Services in a timely and efficient manner in accordance with the directions and policies of Dynamex Canada Corp and shall at all times conduct itself so as not to jeopardize the relationship between the Company and its customers.
- It is a condition of this Agreement that the Owner Operator shall, at all times, have a valid driver's license. A relief driver may be used in the case where the Owner Operator is under a license suspension not exceeding twelve (12) months, providing the Owner Operator rides with the relief driver in the Vehicle as a "Swamper" for the entire period.

The loss or suspension of an Owner Operator's license for a period in excess of twelve (12) months shall result in the immediate termination of the Owner Operators contract with the Company.

- No waiver on behalf of either party hereto of any of the provisions of this Agreement shall be effective unless expressed in writing and any waiver so expressed shall not limit or affect the rights of the party granting such waiver with respect to any other or future matter arising hereunder.
- Any notice to be given under this Agreement shall be in writing and personally delivered or mailed by registered letter at the last known address of the other party. In the event of mailing in the manner aforesaid, such notice shall be deemed to have been received six (6) business days after mailing.

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

DYNAMEX CANADA CORP

Per: _____

Title: _____

WITNESS

OWNER OPERATOR

APPENDIX “B” - SUMMARY OF BENEFITS

BASIC LIFE INSURANCE (Class H)

You are eligible for \$25,000.00 of insurance.

No-Evidence Limit: Evidence of insurability is not required.

Termination: Coverage terminates on the date you attain age 70 or earlier retirement, and as outlined in the General Provisions section of the Plan Booklet.

OPTIONAL LIFE INSURANCE (Class H)

Employees and/or their spouses who are under age 65 may apply for this coverage in units of \$10,000, subject to a maximum of 25 units (\$250,000). This coverage is available in addition to, not in lieu of, Basic Life Insurance.

Evidence of insurability: satisfactory to the Insurer, shall be required for all amounts

Termination: Coverage terminates on the date you attain age 65 or earlier retirement, and as outlined in the General Provisions section of the “Your Group Benefit Plan” Booklet. Coverage for your spouse terminates on the date you attain age 65 or earlier retirement, or your spouse attains age 65, whichever is earlier.

Monthly Premiums Rates

Per \$10,000 or optional insurance

Age	Male Non-smoker	Male Smoker	Female Non-smoker	Female Smoker
Under 30	\$0.50	\$0.77	\$0.36	\$0.54
30 - 34	\$0.54	\$0.86	\$0.41	\$0.63
35 - 39	\$0.63	\$1.08	\$0.45	\$0.81
40 - 44	\$0.99	\$1.80	\$0.68	\$1.22
45 - 49	\$1.71	\$3.15	\$1.08	\$2.03
50 - 54	\$2.88	\$5.18	\$1.80	\$3.15
55 - 59	\$4.86	\$8.55	\$2.88	\$4.82
60 - 64	\$7.47	\$12.38	\$4.32	\$6.66

EMERGENCY TRAVEL ASSISTANCE (Class 006)

The Company has arranged to provide you and your family with Emergency Travel Assistance coverage. World Access Canada Inc., a multi-service corporation which assists travellers, has contracted with Maritime Life to provide you with timely, efficient assistance when you travel.

Deductible Nil

Coinsurance 100% of eligible expenses in addition to eligible services are covered.

Lifetime Maximum Unlimited

Termination: Coverage terminates on the date you attain age 65 or earlier retirement, and as outlined under General Provisions “Your Group Benefit Plan” Booklet.

SUPPLEMENTARY HEALTH EXPENSE (Class 006)

Deductible	Nil
Coinsurance	80% of all eligible expenses
Lifetime Maximum	Unlimited
Vision Care Expenses	\$100 every 24 months (every 12 months for dependents under 18 years)
Hospitalization	Semi-private accommodations

Termination: Coverage terminates on the date you attain age 70 or earlier retirement, and as outlined under General Provisions “Your Group Benefit Plan” Booklet.

DENTAL EXPENSE (Class 006)

Deductible	Nil
Coinsurance	100% for Minor Services 50% for Major Services

Fee Guide: The General Practitioners’ Guide in effect in the province or territory where the service is rendered on the date the charge is incurred.

Maximum Benefit per Individual: \$1,500 per calendar year for Minor and Major services combined.

Late Enrolment Limitation: Notwithstanding the above, if you apply for dental coverage for yourself and/or your dependents more than 31 days following the date you are eligible to apply, the maximum benefit for the first twelve consecutive months of coverage is \$200 for Minor and Major treatment combined. After such twelve consecutive months, the maximum benefit will be as outlined above.

Termination: Coverage terminates on the date you attain age 70 or earlier retirement, and as outlined under General Provisions of the “Your Group Benefit Plan” Booklet.

Please see the Dental Expense Section in “Your Group Benefit Plan” Booklet

LETTER OF UNDERSTANDING #1

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Rotational Dispatch

Both parties to this Contract agree that, there will be a 'Rotational Dispatch' system enacted to ensure fairness and equitability in the order that drivers are initially dispatched from a given area, with due regard being given to operational demands. The dispatcher will keep a list with all drivers starting the day in a given area. The first driver on a list in a 'rotation' shall have first choice of available work. Drivers failing to book on by a pre-determined time shall be moved to the end of the list. Drivers moved from their rotation due to operational demands shall be given priority by dispatch. Dispatch to provide a new list at the end of each monthly period.

The Company must provide and have available a dispatcher/Company contact for all hours of operation (after hours) for all classifications.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF UNDERSTANDING #2

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Customer determining service of specific Owner Operator not wanted

The Company and the Union understand and agree that customer determinations or directives that the customer does not want services to be performed or provided by a specific Owner Operator or Employee may be communicated to the Company from time to time. It is also understood and agreed that such determinations or directives may arise from considerations that would not otherwise be deemed grounds for imposition of a penalty involving adverse impact or discipline. In such cases, the Company will make reasonable efforts to resolve the issue(s) with the customer with the objective of maintaining the involvement of the owner Operator or Employee with the work. Failing such outcome, it is understood and agreed that such customer determination or directive shall be reasonable and sufficient grounds for the removal of the Owner Operator or Employee from the work.

It is also understood and agreed that in cases involving conduct, behaviour or other actions that do constitute grounds for the imposition of a penalty involving adverse impact or discipline will be dealt with accordingly.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF UNDERSTANDING #3

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Dedicated Accounts

The Company **will** use its best efforts to secure annual rate increases from all dedicated accounts. Members of the bargaining unit will receive the equivalent percentage increase secured from the customer.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF UNDERSTANDING #4

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Payment for attending meetings

Other than meetings required to comply with legislative or regulatory requirements, or related to performance or disciplinary issues, payment for mandatory meetings called by the Company will be compensated at the rate of fifteen dollars (\$15.00) per hour.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF UNDERSTANDING #5

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Terms or conditions of engagement or employment which differ from Collective Agreement

Where, because of past practice(s), Owner Operators or Employees have terms or conditions of engagement or employment which differ from those set out in this Collective Agreement, and such are not otherwise addressed by the provisions of this Agreement, such terms or conditions shall be maintained until standardized by agreement of the parties. To that end, the Company and the Union agree to meet within twelve (12) months of date of ratification to identify and standardize such practices.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF UNDERSTANDING #6

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Dedicated Accounts

The Parties understand that it may be useful or necessary for the purpose of acquiring and/or retaining Dedicated Accounts, to execute individual Letters of Understanding providing for a continuation of the Terms and Conditions of the Collective Agreement in force at the time, for the duration of the Dedicated Contract, notwithstanding the expiry date of the Collective Agreement. The execution of such letters, on a case by case basis, shall not be unreasonably refused by either Party.

Any driver who continues to work due to this LOU during a dispute shall still be required to perform their full picket duties and their full strike pay shall then be distributed by the Union among those members not working.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashley, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative

LETTER OF INTENT

between:

Dynamex Canada Inc.

and:

CAW Local 114

Re: Maximizing the number of “full time” dedicated/scheduled runs

Subject to operational, service and other business considerations, the Company’s objective is to maximize the number of “full time” dedicated/scheduled runs.

Signed this 20th day of July, 2006.

FOR THE COMPANY:

Jim Aiken, President and
General Manager, Canada

Ed Ashley, General Manager

Steve Ashlev, Manager
Vancouver Bank Division

FOR THE UNION:

Jeff Angus, Committee Chair
CAW Local 114

Marcy Barnhouse, Committeeperson
CAW Local 114

Moe Shafiq, Committeeperson
CAW Local 114

Courtland Morse, Committeeperson
CAW Local 114

Stu Shields
National Representative



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