

# COLLECTIVE AGREEMENT

Between:

**DYNAMEX CANADA**

And:



April 1, 2016 to March 31, 2019

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## **PREAMBLE**

- (a) 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.I.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.
- (b) 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.
- (c) Both Parties are pledged to cooperate and assist to the fullest extent in promoting safety and efficiency within business operations.
- (d) To facilitate the foregoing, this Collective Agreement shall be set into the following categories and sub-categories:
  - (i) Preamble
  - (ii) General Section
  - (iii) Hourly/Commission Employees
  - (iv) Owner Operators Section
  - (v) Appendix "A" Contract Retention of Services
  - (vi) Appendix "B" Summary of Health and Welfare Benefits

## **Definitions**

- (a) "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.
- (b) "Employee" means Bike Couriers/Walkers and the Company and the Bike Couriers/Walkers consider their relationship to be that of Employer/Employee.
- (c) Where language in the Agreement references Owner Operators or Employees, this shall be clearly distinguished in the Article.
- (d) The term "Certification" shall mean the Certification Order as issued by the CIRB on July 9, 1998 and subsequently amended by Order 8140-U dated October 25, 2001.



## GENERAL SECTION

### ARTICLE G1 - UNION SECURITY

#### **G1.01 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.

#### **G1.02 Bulletin Board**

The Company shall provide a separate Union 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.

#### **G1.03 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.

#### **G1.04 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.

**G1.05 Bargaining Unit Work**

- (a) All storing, handling and delivering of merchandise or other goods and materials shall be carried on by Company Owner Operators and/or Employees, who are members of the Union, in the categories covered in this Collective Agreement where such work is under the control of the Company.
- (b) No person not in the bargaining unit shall perform bargaining unit work on a regular on-going basis but may assist in an emergency situation or for route mapping or auditing. A Supervisor or Manager must advise the Shop Steward or Designate on shift when this clause is invoked and provide an explanation at that time.

**G1.06 Owner Operator Contract**

- (a) 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.
- (b) The Company shall provide the local Union office with a copy of each Owner Operator Agreement, signed by the Company and the Owner Operator. The Union shall have five (5) days to raise any concerns.

**G1.07 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.

**G1.08 Union Leave for a Full time Officer of the Union**

Any Owner Operator or Employee elected or appointed to a full-time position with **Unifor** 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.

**G1.09 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 seventy-two (72) hours' notice of such request. However, the Company will consider a request of less than seventy-two (72) hours. Normally only two (2) persons 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.

**G1.10 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.

**G1.11 Union Label Sticker**

It shall not be a violation of this Agreement for an Owner Operator or Employee to post the **Unifor** 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.

**G1.12 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.

**G1.13 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.

**G1.14 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 Unit Chairperson. The Chairperson of this Committee shall act as the liaison between the Owner Operators and Employees and the Company. The Committee and/or Unit Chairperson 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 Unit Chairperson and the Company.

**G1.15 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.

**G1.16 Notification of Representatives**

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

**G1.17 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.

**G1.18 Union Duties while on Shift**

- (a) 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.
- (b) 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.
- (c) Payments shall be based on the applicable hourly rate for Employees. In the case of an Owner Operator, the revenue that he/she would have been entitled to shall be a maximum of \$25.00 per hour, excluding all operating costs.

**G1.19 Members in Good Standing**

- (a) 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.

- (b) 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.
- (c) 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.

**G1.20 Disclosure of Personal information to the Union**

- (a) Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal Employee/Owner Operator information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement.
- (b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the Employees/Owner Operators and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.

**G1.21 Provision of Collective Agreements**

The Company shall pay for all costs associated to print and distribute a new collective agreement to the membership in a unionized print shop up to a maximum of two thousand five hundred dollars (\$2,500.00). The Union will arrange for the printing and will provide the Company with an estimate of the cost before printing. The Company shall ensure that all Employees and Owner Operators are provided with a copy of the collective agreement as soon as they are printed or upon hire. The Local Union shall receive an additional allotment upon request and availability.

**G1.22 Costs for Collective Bargaining**

The Company will provide a payment to the Union of five thousand dollars (\$5000) in full satisfaction of all claims by employees and/or owner operators for time spent or remuneration lost as part of the Union negotiating committee in renewal collective bargaining.

## **ARTICLE G2 - COMPANY RIGHTS**

### **G2.01 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.

The Company shall provide the Unit Chairperson with a copy of all rules, regulations, and policies as they pertain to bargaining unit members and a copy of any changes to rules, regulations and policies prior to the changes coming into effect.

### **G2.02 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.

The Company's exercise of its management rights shall not be inconsistent with the provisions of this Agreement.

### **G2.03 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.

The Company agrees that any contract it enters into with customers shall not have an impact on Union members in a manner inconsistent with the provisions of this Agreement.

## **ARTICLE G3 - GRIEVANCE PROCEDURE**

### **G3.01 Purpose**

- (a) 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.
- (b) 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.

### **G3.02 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.

### **G3.03 Time Limits**

(a) Grievance Time Limits

Any Owner Operator or Employee, the Union or the Company may present a grievance. Grievances should normally be filed within ten (10) calendar days from the time the member and/or the Union is aware of the issue that may lead to a grievance.

(b) Disciplinary Time Limits

No complaint shall be recorded against an Employee/Owner Operator nor may be used against him/her at any time unless the affected Employee/Owner Operator and the Union are advised accordingly in writing within ten (10) working days of the Company's first knowledge of the incident or occurrence, giving rise to the complaint.

(c) Time Limit Extensions

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

(d) Failure to file a grievance in the appropriate time frame without reasonable grounds or in a manner that would prejudice the other party may be grounds for dismissing the grievance.

### **G3.04 Steps**

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

(b) 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 Unit Chairperson

(c) 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 a Shop Steward, Unit Chairperson, or representative of the Local or National Union in writing with the Branch Manager, who shall respond in writing **with a particularized response to each specific allegation outlined in the grievance** within ten (10)

working days. The Branch Manager will copy the Local 114 office with the Company's response to the grievance.

**G3.05 Company's Failure to Respond - Non-Wage/Settlement Grievances**

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.

**G3.06 Company's Failure to Respond - Wage/Settlement Grievances**

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.

**G3.07 Grievances Filed at Step 2**

Group grievances, Union or Company policy grievances or any grievance concerning the suspension or termination of an Employee or of an Owner Operator's engagement may be progressed commencing at Step 2 of the grievance procedure.

**G3.08 Disciplinary File**

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(s).

**G3.09 Right To Union Representation**

(a) Verbal warnings will be documented in writing and forwarded to the Employee/Owner Operator and the Union for review. In cases where the Company or the Employee/Owner Operator calls a meeting to review said warning, the Employee/Owner Operator **will have** a Shop Steward/Union representative present or attend via telephone conference upon mutual agreement prior to the warning being entered into the Employee/Owner Operator's personnel history file. Should the Employee/Owner Operator choose not to grieve said warning, the warning shall become part of their personal history file. A copy of each verbal warning letter will be given to the Unit Chairperson or designate.

(b) The Company agrees that if it chooses to implement a written warning, suspension or discharge on an Employee/Owner Operator, a Shop Steward and/or Union Representative shall be present.



**G3.10 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.

**G3.11 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 G4 - ARBITRATION**

**G4.01 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.

**G4.02 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.

**G4.03 Selection of an Arbitrator**

(a) The following 6 (six) Arbitrators will be appointed on a rotation basis, subject to availability within ninety (90) days of application as the single arbitrator to resolve outstanding disputes.

Don Munroe	David McPhillips	Brian Foley
Judy Korbin	James Dorsey	Rod Germaine

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

**G4.04 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.

**G4.05 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.

**G4.06 Costs to be Shared Equally**

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

**G4.07 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 G5 - SENIORITY**

**G5.01 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. "Seniority" shall also mean the length of continual service within a classification as described below in G5.02.
- (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 reduction in the work force occurs the lay-off of Owner Operators or Employees shall be in reverse order of seniority within a classification subject to having the qualifications and ability to perform the work.

**G5.02 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.

#### **G5.03 Classifications**

The following classifications shall be recognized by the Parties:

- (a) On Demand  
Sub-classification - Dedicated Specific Accounts
- (b) Cartage  
Sub-classification - Dedicated Specific Accounts
- (c) Bikers/Walkers/Warehouse  
Sub-classification - Dedicated Specific Accounts

#### **G5.04 Notice of Layoff**

- (a) 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.
- (b) All Employees as defined in this agreement shall receive a minimum of two (2) weeks' notice prior to layoff, or, two (2) weeks' pay in lieu.

#### **G5.05 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.

#### **G5.06 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 in accordance with Article G5.02 (e), the standing as an Owner Operator or Employee of any such person failing to report within three (3) days will be forfeited.

#### **G5.07 Bumping**

In the event of a general reduction in the workforce or within a dedicated specific account, Owner Operators or Employees may:

- (a) Bump to another position within that dedicated specific account, or
- (b) if unable to bump to another position within that dedicated specific account, bump to the Same-day Board within their classification, or
- (c) if no work is available in any classification then the junior driver shall be laid off.
- (d) 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 with the Company's written approval move 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.
- (e) It is understood that in following with past practice, bank routes shall be exempt from bumping.
- (f) 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 that dedicated specific account as set out in (a) of G5.07 first, and then, into the bottom twenty-five percent (25%) of the Company seniority list as set out in (b) of this Article. In circumstances where too few positions exist to calculate twenty-five percent (25%), the junior most person will be displaced.
- (g) 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.

#### **G5.08 Seniority Lists**

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

- (i) A master seniority list with every Owner Operator and Employee that includes their date of hire, or, their date of engagement, whichever applies, and:
  - (ii) A seniority list for each classification as outlined in G5.03 above that shall list each Owner Operator or Employee in that classification and the date in which they entered that classification.
- (b) The amended seniority lists shall be posted on January 1st and July 1st of each year, and copies shall be sent to the Unit Chairperson and **Unifor** Local 114.

#### **G5.09 Protests**

Protests in regard to seniority status of an Owner Operator or Employee must be submitted in writing by the Owner Operator or Employee to the Union and 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 between the Union and the Company, and such agreed upon seniority shall thereafter be final.

#### **G5.10 Leave of Absence**

- (a) When the requirements of the Company's services will permit any Employee/Owner Operator hereunder, upon a minimum of (30) calendar days 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. The Company shall respond within five (5) business days of receipt of a timely application, or the application shall be forwarded by the Employee/Owner Operator to the Regional Manager or his/her designate for response within two (2) business days.
- (b) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority shall accrue during such extensions.
- (c) Leaves of absence shall not be used for Employees or Owner Operators to engage in other employment or contract work elsewhere.

### **ARTICLE G6 - JOB POSTINGS**

#### **G6.01 Posting Requirements**

- (a) The Company shall consult with the Unit Chairperson in a meeting on the design of new and vacant routes, the boundaries of routes, and the expected customers and stops within routes. New or vacant routes shall remain the same if there is a change in the Owner Operator unless there are substantive differences in the customer and stop base within the regular route boundaries.

Once the consultation outlined above has occurred, new and vacant routes shall be posted in a conspicuous place at all terminals in writing for five (5) working days unless otherwise mutually agreed by the parties, and promptly paged on the first day of the posting. The Posting shall also state the following:

- The schedule and hours of work including starting time;
  - An accurate job description including the general boundaries as they exist at the time of the posting, the estimated number of stops and the approximate mileage;
  - Compensation and location; and
  - The qualifications and equipment required for the work.
- (b) Such routes shall be posted immediately after becoming available and in no case, no longer than three (3) days, with copies provided to the Unit Chairperson in advance of the posting becoming open.
- (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) The Company shall designate on the original posting, the successful bidder within three (3) working days of the closing date of the posting. The Unit Chairperson shall be advised in writing of the successful bidder.
- (e) 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.
- (f) It is further understood that from time to time there may be circumstances where the above provisions create operational concerns 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 concerns in these isolated circumstances.

## **G6.02 New and Vacant Routes**

- (a) New Routes
- (i) All routes shall be awarded to the senior qualified owner operator or employee in that classification.

(b) Vacant Routes

Vacant routes shall be awarded to the senior qualified Owner Operator.

**G6.03 Advance Posting Application (APA)**

- (a) An Owner Operator or Employee who is going to be absent on approved leave may submit an Advance Posting Application (AP(A) 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.
- (b) 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.

**G6.04 Vehicle Requirements**

- (a) No Owner Operator shall change his/her vehicle or vehicle type (eg. minivan to car; car to minivan) without prior written approval from the Company.
- (b) When there is a change to an Owner Operator's vehicle type the commission level will be adjusted accordingly based on the Owner Operator's seniority and vehicle type at the time applied as per clause 012.01.
- (c) 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 provide(d)).

**G6.05 New Depots**

Should the Company open up a new depot covered by the Certification Order issued by the CLRB 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.

## **ARTICLE G7 - NO STRIKES OR LOCKOUTS**

### **G7.01 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 G8 - SHOP STEWARDS AND GRIEVANCE INVESTIGATION**

### **G8.01 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.

### **G8.02 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.



**G8.03 Unit Chairperson**

The Union will select and the Company shall recognize, a Unit Chairperson who shall be a Dynamex employee or owner operator. The Unit Chairperson shall attend to Union business as required and as necessary for the administration of the collective agreement and shall be given free access to all branches and depots within the bargaining unit for these purposes. The Unit Chairperson shall be permitted to attend all meetings related to bargaining unit members if requested and shall attend Rate Committee meetings.

The Unit Chairperson will receive their normal hourly rate of pay or, for Owner Operators, twenty five dollars (\$25.00) per hour while attending to union business in meetings with the Company.

**ARTICLE G9 - SANITARY CONDITIONS**

**G9.01 Sanitary Conditions**

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.

**G9.02 First Aid Supplies**

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

**ARTICLE G10 - TICKET, FINES AND TOLLS**

**G10.01 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.

**G10.02 Toll Charges**

The Company will pay the full costs of all road, bridge and ferry tolls incurred by Owner Operators or Employees to get to, through or from their routes.

The Owner Operators shall remit their toll bills on a monthly basis for reimbursement.

If the Company determines that a security and/or port pass is required, the Company agrees to reimburse the Owner Operator the applicable cost.

## **ARTICLE G11 - LEADHAND DEFINED**

### **G11.01 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.

Where the Company designates that a Leadhand and is required, a bid will be posted and the position will be filled with a qualified person that applies for the position. The Company shall have full discretion in the selection of the Leadhand, however, when qualifications are equal in every respect, the most senior person will be given preference.

## **ARTICLE G12 - SEVERABILITY**

### **G12.01 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.

### **G12.02 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.

### **G12.03 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 G13 - LABOUR MANAGEMENT MEETINGS**

### **G13.01 Joint Meetings**

The Company and the Union shall hold Labour Management meetings no less than three (3) times a year to be attended by Company representatives, Union Representatives and Stewards (three (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 G14 - PAYMENT - SETTLEMENT DATES**

### **G14.01 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.

### **G14.02 Errors to Pay Cheques and Settlements**

- (a) 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.
- (b) Any other settlement or payroll errors will be corrected on the next regular settlement or pay cheque.
- (c) 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.
- (d) All errors must be submitted within 5 working days of the settlement date in order to be considered for the next payroll.
- (e) Where the Employer disagrees with an Employee/Owner Operators settlement correction sheet, the Employer shall provide a reasonable written explanation as to the Company's position.

**G14.03 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 G15 - DURATION OF THE AGREEMENT**

**G15.01 Duration of the Agreement**

This Agreement shall be for the period of **April 1, 2016** through to **March 31, 2019** 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.

**G15.02 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 1 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 G16 - HEALTH AND SAFETY**

**G16.01 Health and Safety Committee**

- (a) The Company shall apply the provisions of Part II of the Canada Labour Code and any other applicable regulations. These regulations shall be considered to be the minimum acceptable standard.
- (b) 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 with at least one (1) Union Representative from each Classification.
- (c) In addition, the Union shall select one (1) representative to sit on the Dynamex Health & Safety Policy Committee, which shall meet in accordance with section 134.1 of the Canada Labour Code.

**G16.02 Terms of Reference**

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

**G16.03 Payment for Attendance at Meetings**

Attendance at such meetings shall be without loss of pay or compensation or the appropriate hourly rate of pay for time spent in such meetings and such costs shall be borne by the Company. Time spent outside normal working hours shall be paid at applicable overtime rates or average revenue per route x 1.5 for Owner Operators.

**G16.04 Dangerous Goods**

(a) 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.

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

**G16.05 Safety Footwear**

**The Company will reimburse Employees who are required by law to wear safety footwear, for the purchase of approved safety footwear in the amount of one hundred dollars (\$100.00) once every twelve (12) months upon receiving proof of purchase.**

**ARTICLE G17 - UNIFORMS**

**G17.01 Uniforms**

**(a) Owner Operators**

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

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

(ii) Replacements will be on an "as required basis" at the Company's expense. Upon termination of the Owner Operators 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
  - (i) 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
  - (ii) 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 G18 - HARASSMENT IN THE WORKPLACE**

### **G18.01 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.

### **G18.02 Policy Statement**

Dynamex Canada Corp and **Unifor** 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.

### **G18.03 Definition**

- (a) 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.
- (b) 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:

- (c) When such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to the recipient(s) of the conduct;
- (d) When submission to such conduct is made implicitly or explicitly as a condition of employment or engagement;
- (e) 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); and/or
- (f) 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.
- (g) Examples of harassment may include but are not limited to:
  - (i) Unwanted sexual advances,
  - (ii) Unwanted touching,
  - (iii) Demands for sexual favours in exchange for favourable treatment or continued employment or engagement,
  - (iv) Threats and demands to submit to sexual requests in order to obtain or retain employment benefit,
  - (v) Sexual Assault - for example, rape,
  - (vi) 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:
  - (vii) Unwanted flirtations, advances, leering, whistling, touching, pinching, coerced sexual acts, blocking normal movements;
  - (viii) 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;

- (ix) Conduct or comments consistently targeted at only one gender, even if the content is not sexual.
- (h) 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.
- (l) Dynamex Canada Corp and **Unifor** Canada will not tolerate any form of sexual harassment.

#### **G18.04 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".

#### **G18.05 Complaint Procedures**

##### **(a) Informal**

You may want to address your concerns informally at first.

##### **(b) 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.]

##### **(c) 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.



**(d) Report It**

- (i) 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.
- (ii) 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.
- (iii) 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.

**G18.06 Mediation**

- (a) 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.
- (b) 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.
- (c) If mediation does become part of the process, each person has the right to be accompanied and assisted during mediation.

**G18.07 Formal Complaint**

- (a) A formal complaint can be initiated at any time. The following instructions highlight the steps to be taken for a formal complaint.
- (b) The Complaint must be submitted in writing and will include:

- (i) Names of the people involved
  - (ii) Nature of the complaint
  - (iii) Behaviours and dates that are basis of the complaint
  - (iv) The resolution being sought
  - (v) Signature of the complainant
- (c) 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.

#### **G18.08 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.

- (a) 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.
- (b) 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.
- (c) While conducting the investigation the Investigator(s) shall interview both the complainant and the alleged offender within ten (10) working days.
- (d) The Investigator(s) will interview any witnesses identified by the parties involved or individuals who may have knowledge of the complaint.
- (e) The Investigator(s) will document all information accurately and completely.
- (f) Following the inquiry, the Investigator(s) will report their findings to the Manager and/or Director of Human Resources within seven (7) working days.
- (g) 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.
- (h) Reprimands may range from suspension from work to termination of employment or the cancellation of contracts.

#### **G18.09 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.

**G18.10 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.

**G18.11 Corrective Measures to the Victim**

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

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

**G18.12 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) 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.
- (b) If the incidents continue after the written reprimand, corrective action will be taken including suspension without pay or immediate termination or contract cancellation.
- (c) 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.

### **G18.13 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.

### **G18.14 Complaints Made in Bad Faith**

- (a) 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.
- (b) 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.

### **G18.15 Retaliation**

- (a) 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.
- (b) Dynamex Canada Corp and **Unifor** will not tolerate any retaliation directed to any of the parties involved in the harassment investigation.
- (c) Dynamex Canada Corp and the **Unifor** 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 G19 - RELIEF**

### **G19.01 Relief Drivers/Employees**

- (a) The Company shall maintain a list of at least ten (10) qualified and Company approved relief drivers (five (5) for Bank Base and five (5) for other contract work) and three (3) bikers to back up Bank Base or Contract runs resulting from approved or emergency, temporary leave. (Temporary leave is ordinarily defined as a short term leave such as medical or dental appointments, family leave, sick leave, or bereavement leave, but excludes vacation). The Unit Chairperson shall be provided with a list of all relief drivers and their contact information.

- (b) Relief Drivers/Employees will not be required to pay union dues unless they are already dues paying members.
- (c) 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.

## **ARTICLE G20 - PAID EDUCATION LEAVE**

### **G20.01 Paid Education Leave**

Effective June 1, 2009 the Company agrees to pay into a special fund quarterly contributions in the amount of \$500.00 for the purpose of providing paid education leave. Effective January 1, 2014 the Company agrees to pay into a special fund quarterly contributions in the amount of \$1,000.00 for the purpose of providing paid education leave. Such leave shall be for upgrading the Employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, **Unifor**. Cheques shall be made payable to:

**Unifor** Leadership Training Fund  
**Unifor** Canada  
205 Placer Court  
Toronto, ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absences without pay for up to twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

## **ARTICLE G21 - WORKFORCE CHANGES, CLOSURES AND RESTRUCTURING**

### **G21.01 Layoff and/or Terminations, and Severance Pay**

- (a) The Company is committed to following all applicable provisions of the Canada Labour Code and related legislation in the event of a partial or complete closure or restructuring of the workforce.

It is expressly understood and agreed that all provisions outlined in sections 214 to 226 of the Canada Labour Code not outlined in this article are hereby deemed to be incorporated into the Collective Agreement.

- (b) Severance Pay for Employees

Each full-time Employee laid off (or intended to be laid off(f) for more than

twelve (12) calendar months and/or each terminated Employee who has completed one (1) year of service shall be entitled to receive a severance payment of one (1) week of pay for each year of service calculated at forty (40) hours of straight time pay per week at their classification rate and any premiums plus applicable vacation payments and paid benefit coverage for the same number of weeks that their severance payment is calculated at following the date of their severance with partial years pro-rated.

Severance pay for part-time Employees shall be based on one (1) week per year of service calculated using average weekly earnings for the previous twelve (12) months of active paid earnings and the paid benefit coverage for Employees shall be pro-rated for the equivalent length of time in weeks as their length of service in years.

**As of January 1, 2017 Severance pay for Owner Operators if they are laid off and have exhausted their bumping rights will be calculated at 3 days' pay per year of service (prorated), for all Owner Operator's with more than 2 years of service at time of ratification.**

Each Employee is entitled to receive this payment in a lump sum and may request that it be deposited directly into their RRSP without source deduction. This severance payment will be payable regardless of whether or not the Employee finds alternate employment. Employees who are laid off who choose to take the severance payment shall lose seniority and their employment shall be terminated.

(c) Notice of Contract Cancellation

- (i) The Company agrees to provide the Union with written notice of at least three (3) weeks prior to the effective date of any contract cancellation and the notice will include name(s), seniority, classification(s) and vehicle type(s), and if applicable, any affected Owner Operator(s).
- (ii) The Company shall provide three (3) working weeks' notice in writing of any contract cancellations for Owner Operators or pay in lieu thereof.
- (iii) An Owner Operator subject to a contract cancellation shall also be entitled to bump, if applicable, and/or to change their vehicle in order to continue engagement with the Company if they so choose.

## **HOURLY COMMISSION EMPLOYEE SECTION**

### **ARTICLE E1 - EMPLOYEE DEFINITIONS**

#### **E1.01 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**

#### **E2.01 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.

#### **E2.02 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.

#### **E2.03 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.

## **E2.04 Job Postings**

- (a) 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.
- (b) 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.

## **E2.05 Duty to Accommodate**

- (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. There shall be no exercising of seniority when considering work outside of the bargaining unit. The Company will consider moving a regular Employee to a position outside of the bargaining unit as long as the Employee is capable and it does not result in the displacement or lay-off of any excluded Employee.
- (b) 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.
- (c) 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.

## **E2.06 Promotion Outside of Bargaining Unit**

- (a) 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.
- (b) 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.



- (c) Not later than the one hundred and eightieth (180<sup>th</sup>) 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 E3 - HOURS OF WORK & OVERTIME FOR HOURLY PAID EMPLOYEES**

### **E3.01 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.

- (c) Any involuntary changes to the weekly hours of work and work schedule shall be done in reverse order of seniority with the most junior hourly Employee being affected first.

### **E3.02 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.

**E3.03**      **Maximization of Hours**

**While the Company is entitled to post shifts of various lengths as provided for in this Collective Agreement, the Company first will endeavor to post a maximum number of eight (8) hour shifts when and where possible.**

**The Company will endeavor to also maximize shifts of less than eight (8) hours in length by combining all available hours to build shifts as close to eight (8) hours as possible. This shall include casual hours.**

**ARTICLE E4 - MEAL AND REST PERIODS**

**E4.01**      **Meal Period**

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

**E4.02**      **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.

**ARTICLE E5 - BEREAVEMENT LEAVE**

**E5.01**      **Bereavement Leave**

- (a) 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.
- (b) 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.
- (c) A working day lost shall not be more than eight (8) hours for a 5 day Employee and ten (10) hours for a four (4) day Employee. Part time Employees shall have their three (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 fourteen (14) days.
- (d) For the purposes of this article, a same sex partner shall be considered a spouse.

## **ARTICLE E6 - JURY DUTY**

### **E6.01 Jury Duty**

When Employees are required to serve on a jury, judicial hearing, coroner's 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 E7 - STATUTORY HOLIDAYS**

### **E7.01 Recognized Statutory Holidays**

(a) 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

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

### **E7.02 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.

### **E7.03 Payment for Statutory Holiday worked**

Employees who work on any of the above noted Statutory Holiday shall receive one hundred and fifty percent (150%) of their regular rate of pay for all hours worked, plus, eight (8) hours Statutory Holiday pay. Such eight (8) hours shall be deemed to be the minimum expectancy benchmarks as set out in Article E1 O.

### **E7.04 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 E8 - ANNUAL VACATIONS

### E8.01 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:

Consecutive years of Service	Vacation Allotment	Vacation Pay
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.

### E8.02 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.

### E8.03 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.

**E8.04 Vacation Period Need not be Continuous**

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

**ARTICLE E9 - HEALTH AND WELFARE PACKAGE****E9.01 Health and Welfare Package**

- (a) The Company will pay 100% of the MSP premium for **all** 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.
- (b) The benefits in place at the time of ratification shall not be reduced or eliminated for the life of the collective agreement.

**ARTICLE E 10 - WAGES FOR HOURLY EMPLOYEES****E10.01 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 "0" 13.01 Rate Committee.

Walkers / Bikers		
<b>April 1, 2017 - 1.5%</b>		
<b>Years of Service</b>	<b>Minimum Daily</b>	<b>Commission Benchmark</b>
0 - 3 yrs	<b><u>\$103.23</u></b>	54%
4+	<b><u>\$115.36</u></b>	56%
<b>April 1, 2018 - 1.5%</b>		
<b>Years of Service</b>	<b>Minimum Daily</b>	<b>Commission Benchmark</b>
0 - 3 yrs	<b><u>\$104.78</u></b>	54%
4+	<b><u>\$117.09</u></b>	56%

**E10.02 Warehouse Hourly Rates of Pay**

Each Warehouseperson shall receive the following hourly rates of pay:

<b>Warehouse Worker</b>	<b>Date of Ratification</b>	<b>April 1, 2017</b>	<b>April 1, 2018</b>
0 - 3 yrs	\$14.31	<b><u>\$14.52</u></b>	<b><u>\$14.74</u></b>
4+ years	\$16.39	<b><u>\$16.64</u></b>	<b><u>\$16.89</u></b>

**E10.03 Minimums and Meeting Time**

For all Company initiated meetings where attendance is compulsory. Bikers/Walkers will be paid their existing hourly rate of pay 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 fifteen dollars and fifty cents (\$15.50) per hour. Owner Operators / Commissioned Employees will be paid twenty five dollars (\$25.00) per hour.

**ARTICLE E 11 - BICYCLE COURIERS/WALKERS**

**E11.01 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 and seventy five cents (\$5.75) over and above the revenue.

**E11.02 Bus Pass**

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

**E11.03 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.

**E11.04 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**

**E12.01 Workers' Compensation Premiums**

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

**ARTICLE E 13 - RADIOS**

**E13.01 Communication System**

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

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

#### **ARTICLE E 14 - BIKER TRAINING**

##### **E14.01 Training Premium**

Any Biker by seniority who is requested by the Company to train a new Biker shall be paid an additional forty dollars and twenty five cents (\$40.25) per day for such training in addition to what the Biker would have made for that day. The trainee shall be paid the minimum daily benchmark.

#### **ARTICLE E 15 - SICK DAYS**

##### **E15.01 Sick Days**

- (a) Hourly Employees shall receive sick days pursuant to the following schedule:
  - (i) 1 to 5 years of service                      2 days per year
  - (ii) 6 to 10 years of service                      4 days per year
  - (iii) 11 years of service and over                      5 days per year
- (b) 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 E1 0.01. 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.

##### **E15.02 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 O1 - OWNER OPERATORS**

#### **O1.01 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.

#### **O1.02 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.

#### **O1.03 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.

#### **O1.04 Remuneration**

The economic remuneration to the Owner Operators in this agreement reflects "TOTAL COMPENSATION" and reflects "MAXIMUM" payouts required by the Company for the Owner Operators, wage, equipment use and benefits both contractual and statutory.

The revenue split and hourly rates referred to in this agreement is all inclusive and therefore includes all monies deemed to be owed to or required to be paid on behalf of the Owner Operator(s) including any monies deemed to be owed to the Owner Operator(s) or required to be paid on behalf of the Owner Operator(s) under any Provincial or Federal statute or regulation regarding "employment" and assessable earnings; including but not limited to Part III of the Canada Labour Code.

### **ARTICLE O2 - GENERAL CONDITIONS**

#### **O2.01 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.

#### **O2.02 Personal and Exclusive Performance**

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



- (ii) No Owner Operator will be allowed to represent or act on behalf of, or control, other Owner Operators (one truck, one driver).
  
- (b) Upon written approval by the Company and for a period of up to thirty (30) days the Owner Operator is permitted to substitute his/her Employee(s) as another driver for his/her vehicle to cover for a personal leave of absence. Approval by the Company must be sought in writing in advance, and written approval shall be given provided the substitute driver is qualified and has met the requisite requirements to do the job. The Owner Operator agrees the settlement for the substitute driver, including deductions required by law, remains his/her responsibility as well as any costs for training, security clearance or other costs required to perform the work. As Owner Operators pay union dues twelve (12) months a year their relief Employees shall not be required to pay union dues.
  
- (c) 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.

### **02.03 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.

### **02.04 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.

### **02.05 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.

**Owner Operators on dedicated routes must get a vehicle rental after the first or partial day in the event of break down or if their vehicle is held out of service.**

### **02.06 Route Re-Configuration**

- (a) Prior to a reroute, the Company will discuss the change with the Owner Operator and the Union. The following process will be used:
  - (i) The Company will inform the affected Owner Operator and the Unit Chairperson of the proposed reroute and the Owner Operator will have two (2) calendar days to respond in writing with his/her suggestions which will be taken into consideration.

- (ii) If an Owner Operator is the senior applicant for an Owner Operator posting but the parties are unable to reach an agreement on rates, any enhanced offer made to the next applicant must first be offered to the senior applicant, who may accept or decline.
- (iii) If the above does not satisfy the service concern, then the Company will finalize its reroute plans and meet with the affected Owner Operator to discuss the impending changes to his/her route, and when the change will be implemented. Should more than one route be affected by the changes, the Company agrees to meet with the affected Owner Operators as a group with the Unit Chairperson present to discuss the reroute changes.
- (iv) The reroute will be implemented no earlier than five (5) calendar days after the meeting with the affected Owner Operator(s).
- (v) In the event of a major reroute, the incumbent Driver will have first option to keep the route.

### **ARTICLE 03 - OBLIGATIONS**

#### **03.01 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.

#### **03.02 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.

#### **03.03 Decals**

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

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.

### **03.04 Bereavement Leave**

- (a) 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.
- (b) Upon giving twenty-four (24) hours' notice, an Owner Operator shall be granted time off without pay for the purposes of attending a funeral.
- (c) For the purposes of this article, a same sex partner shall be considered a spouse.

### **03.05 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.
- (b) 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.
- (c) 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.

### **03.06 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.

### **03.07 Promotion Outside of Bargaining Unit**

- (a) 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.
- (b) 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.
- (c) Not later than the one hundred and eightieth (180<sup>th</sup>) 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.

## **ARTICLE 04 - PROBATION PERIOD**

### **04.01 Owner Operators Probation Period**

- (a) All Owner Operators newly contracted shall be considered as probationary for the first ninety (90) calendar days.
- (b) 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 05 - HEALTH AND WELFARE PACKAGE**

### **05.01 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 06 - MOTOR CARRIER PLATES**

### **06.01 Motor Carrier Plates**

- (a) The Company shall pay one hundred percent (100%) of the cost of each Owner Operator carrier plate each year.
- (b) Owner Operators to be responsible for loss and damage due to neglect.

## **ARTICLE 07 - CARGO INSURANCE**

### **07.01 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 08 - COMMUNICATIONS EQUIPMENT**

### **08.01 Communication Equipment**

- (a) 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.

- (b) Communication charges for all Owner Operators who are required to have communication equipment shall be forty-five dollars (\$45.00) per month as of the date of ratification.

**08.02 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). The Company agrees to page out notice of Union meetings by the end of the business day in which it was received providing notice from the Union was given by noon of the same day.

**ARTICLE 09 - OWNER OPERATOR TRAINING**

**09.01 Owner Operator Training**

Any Owner Operator who is requested by the Company to train an Owner Operator shall be paid an additional sixty three dollars and twenty five cents (\$63.25) per day for such training in addition to what that Owner Operator would have made for that day.

**09.02 Pay for Trainees**

Trainees shall receive an twelve dollars and sixty five cents (\$12.65) per hour rate for all hours worked based on the scheduled duration of the route.

**ARTICLE 010 - AFTER HOURS**

**010.01 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.

- (c) The Unit Chairperson shall be advised of the current Owner Operators performing After Hours work and shall be provided with a quarterly update on the earnings of each driver involved with After Hours work.
- (d) The current rates charged for all After Hours work shall not be reduced for the life of this Collective Agreement.

## **ARTICLE O11 - FUEL COSTS**

### **O11.01 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.

**This article only pertains to all drivers currently utilizing this program as of date of ratification. These drivers shall be red circled under this program.**

### **O11.02 Fuel Surcharges**

- (a) The Company will endeavour to negotiate fuel surcharges for all customers.
- (b) Fuel surcharges will be calculated and implemented as per past practice. 011.03 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 O12 - COMMISSION LEVELS AND MINIMUM DAILY BENCHMARK****O12.01 Commission Levels and Rates****April 1, 2017 - 1.5%**

Commission Levels	0 - 4 Years		5 - 9 Years		10 + Years	
	Comm %	Min Daily Benchmark	Comm %	Min Daily Benchmark	Comm%	Min Daily Benchmark
Car	54%	<u>134.23</u>	55%	<u>141.24</u>	58%	<u>152.91</u>
Mini Van Pickup	55%	<u>147.07</u>	56%	<u>159.91</u>	59%	<u>165.75</u>
¾ Ton	57%	<u>159.91</u>	58%	<u>171.59</u>	61%	<u>177.42</u>
1 Ton	64%	<u>184.43</u>	65%	<u>196.10</u>	68%	<u>201.93</u>
3 Ton	67%	<u>201.93</u>	68%	<u>208.94</u>	71%	<u>239.29</u>
5 Ton	70%	<u>218.28</u>	71%	<u>232.28</u>	74%	<u>268.47</u>

**April 1, 2018 - 1.5%**

Commission Levels	0-4 Years		5-9 Years		10 + Years	
	Comm%	Min Daily Benchmark	Comm %	Min Daily Benchmark	Comm%	Min Daily Benchmark
Car	54%	<u>136.24</u>	55%	<u>143.36</u>	58%	<u>155.20</u>
Mini Van Pickup	55%	<u>149.28</u>	56%	<u>162.31</u>	59%	<u>168.24</u>
¾ Ton	57%	<u>162.31</u>	58%	<u>174.16</u>	61%	<u>180.08</u>
1 Ton	64%	<u>187.20</u>	65%	<u>199.04</u>	68%	<u>204.96</u>
3 Ton	67%	<u>204.96</u>	68%	<u>212.07</u>	71%	<u>242.88</u>
5 Ton	70%	<u>221.55</u>	71%	<u>235.76</u>	74%	<u>272.50</u>

- a) The minimum daily benchmark as set out above will be paid for each day that any Owner Operator is available for work based on a full working day basis (minimum nine [9] hours). If the Owner Operator is available for less time for matters outside their control that can be documented upon request such as illness, emergency, vehicle breakdown, etc., the minimum daily benchmark will be pro-rated accordingly. The minimum daily benchmark shall be paid to all Owner Operators who are available on a full working day basis as per the above who perform any work including but not limited to those working on dedicated accounts, same day, or bank base. Owner Operators must accept all work properly offered to them under the terms of the collective agreement to receive the minimum daily benchmark and any disputes shall be referred to the grievance procedure.
- (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. The Union shall be advised of all commission levels higher than set out above in writing.
- (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 013.01.
- (d) The Company shall ensure that rates paid to all drivers involved with dedicated/scheduled customers and accounts (whether or not they hold a posting) shall be increased by a minimum of **one and a half percent (1.5%)** as of **April 1, 2017** and by a further minimum of **one and a half percent (1.5%)** on **April 1, 2018**.
- April 1, 2017 1.5% (one and a half)
  - April 1, 2018 1.5% (one and a half)

For greater clarity, if a driver is paid one hundred dollars (\$100.00) per day for servicing a dedicated account, that amount shall be increased to one hundred and two dollars (\$102.00) as of April 1, 2014 and to one hundred and four (\$104.00) as of April 1, 2015 and so on.

- (e) The Company shall increase all on demand and all cartage rates by a minimum of **1.5% (one and a half) percent as of April 1, 2017, a minimum of 1.5% (one and a half) percent as of April 1, 2018**.
- April 1, 2017 1.5% (one and a half)
  - April 1, 2018 1.5% (one and a half)



## ARTICLE O13 - RATE COMMITTEE

### O13.01 Rate Committee

- (a) 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 as required 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.

The parties will also discuss tolling practices and billing methods through the Rate Committee meetings.

- (b) Committee recommendations will be forwarded directly to the District Manager for review.
- (c) 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:
- (d) 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 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, emergency, or documented unexpected vehicle breakdown. The Committee shall, within ten (10) business days of receiving the request for review, 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 seven (7) business days, unless the parties agree otherwise. It is understood and agreed that any decision made by the District Manager or designate, regarding any wage, settlement or earnings issue may be referred for resolution to the grievance and arbitration process under this Collective Agreement. All such grievances shall be filed at Step 2 of the grievance procedure.
- (e) 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).

- (f) 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.
- (g) 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.

### **O13.02 Route Audits**

Where there is a recognized discrepancy in the length of time required to complete an hourly based run, an 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. The Unit Chairperson shall be present for all route audits.

## **ARTICLE O14 - MINIMUM PICK-UP/DELIVERY CHARGES**

### **O14.01 Minimum Pick-up/Delivery Charges**

- (a) Owner Operators will be paid commission on a minimum messenger vehicle pick-up and delivery charge of five dollars and seventeen cents (\$5.17).
- (b) Owner Operators will be paid commission on a minimum overnight vehicle charge of four dollars and sixty cents (\$4.60).
- (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, power tailgate, dangerous goods and after hours charges. The Company shall provide the Union with the listing of such charges. The ancillary charges shall not be reduced or eliminated from these levels.
- (d) All disputes are to be referred to the Rate Committee
- (e) Jobs requiring a second person, that second person shall be compensated at a minimum of seventeen dollars and twenty five cents (\$17.25) net for the first hour or portion thereof and paid in fifteen minute increments thereafter at a rate of four dollars and thirty one (\$4.31) 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 seventeen dollars and twenty five cents (\$17.25) premium net payout to the driver in addition to the above hourly rate.

#### **O14.02 Bank Base**

(a) Rates paid to Bank Base drivers shall be as follows:

	<b>April 1, 2017 (x1.5%)</b>	<b>April 1, 2018 (x1.5%)</b>
<b>Vancouver</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>UBC</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>SFU</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Burnaby Short</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Burnaby Mid</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Burnaby Long</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Richmond</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>North Vancouver</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>West Vancouver</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>New Westminister Short</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>New Westminister Long</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Port Moody</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Port Coquitlam</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Coquitlam Short</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Coquitlam Long</b>	<b><u>20.68</u></b>	<b><u>20.99</u></b>
<b>Ladner</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Tsawassen</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>White Rock</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Surrey Short</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Surrey Mid</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Surrey Long</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Cloverdale</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Pitt Meadows</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Maple Ridge</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Langley</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Port Kells</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Fort Langley</b>	<b><u>21.16</u></b>	<b><u>21.48</u></b>
<b>Aldergrove</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>
<b>Clearbrook</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>

	<b>April 1, 2017 (x1.5%)</b>	<b>April 1, 2018 (x1.5%)</b>
<b>Mission</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>
<b>Abbotsford</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>
<b>Chilliwack Short</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>
<b>Chilliwack Long</b>	<b><u>23.01</u></b>	<b><u>23.36</u></b>
<b>Hope</b>	<b><u>24.56</u></b>	<b><u>24.93</u></b>
<b>Squamish</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Whistler</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Pemberton</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Agassiz</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Rosedale</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Yarrow</b>	<b><u>23.45</u></b>	<b><u>23.80</u></b>
<b>Seattle**</b>	<b><u>301.37</u></b>	<b><u>305.89</u></b>

\*\* 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, one dollar and forty three cents (\$1.43) per actual hour worked during this time.
- (c) Statutory Holiday premium for all non-scheduled work, performed ad hoc. Minimum pay of four (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 fifteen (15) minutes for each additional fifteen (15) minutes, or part thereof, actually worked beyond the current scheduled paid hours.
- (e) 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.
- (f) Fuel Surcharge premium based on the language as set out in Article 011.00 to 011.02 using the following numbers:

- (i) Cost of regular gasoline      Applicable FSC payout

\$ 0.00 - \$ 0.90	0%
\$ 0.901 - \$ 1.00	3.5%
\$ 1.001 - \$ 1.10	7%
\$ 1.101 - \$ 1.20	10.05%

- (ii) Then .01 per every .05 increase thereafter.

**O14.03 Cartage (1 Ton and Larger)**

- (a) All dead calls to be compensated at a minimum of one-half (1/2) hours pay. If a driver is dead headed from more than fifteen (15) 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 1/2) 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 one and one half (1 1/2) hours. (Multiple jobs shall be defined as all pick-ups from the same customer, performed on the same service level, by the same driver. One (1) ton and five (5) ton jobs performed by the same (5) ton driver will be deemed two (2) separate minimum hourly jobs.)
  - (i) All time charges after the first one and one half (1 1/2) hours shall be charged at fifteen (15) minute intervals.
  - (ii) Cartage Tariff Rate sheets will be provided to the cartage drivers upon request.
  - (iii) Redirects and bad address shall be compensated at the appropriate hourly rate for the duration of the call and shall be paid in fifteen (15) minute increments.
  - (iv) The Owner Operator will be paid for all waiting time, loading time and unloading time as per individual customer contracts.
- (c) Emergency call out work performed on weekends shall be paid a minimum of three (3) hours at one and a half (1 1/2) 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.
- (e) Any load less than 2000 lbs. shall be deemed as one (1) ton work. Any load less than 2000 lbs. that requires a power tailgate will be billed a minimum charge of 2000 lbs., plus any power tailgate charges applicable. This only applies to work based on the Cartage Tariff Rate Sheet.

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

## APPENDIX "A"

### OWNER OPERATOR CONTRACT FOR RETENTION OF SERVICES

This Agreement made this \_\_\_\_\_ day \_\_\_\_\_, of 20\_\_.

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 WHERE OF** the parties hereto have set their hands and seals on the day and year first above written.

**DYNAMEX CANADA CORP**

Per: \_\_\_\_\_

Title: \_\_\_\_\_

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**WITNESS**

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**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.

### 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 Enrollment 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.

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

**LETTER OF UNDERSTANDING #1**

between:

**Dynamex Canada Inc.**

and:

**Unifor 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.

All records relating to dispatching procedures and order shall be made available to the Unit Chairperson upon request.

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

**LETTER OF UNDERSTANDING #2**

between:

**Dynamex Canada Inc.**

and:

**Unifor 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 at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

**LETTER OF UNDERSTANDING #3**

between:

**Dynamex Canada Inc.**

and:

**Unifor Local 114**

**Re: Leadhand Rates**

The following Lead Hand positions shall be in existence as per the following:

- (a) Dye & Durham (Leadhand \$15.00 per day)  
Attendance - action with management when there is a staffing shortage  
Monitors Compliance for uniforms, decals, and paperwork

Acts as a single point of contact for Management to convey urgent Customer requirements.

- (b) Banks - Warehouse (Leadhand is paid \$30.00 per day)  
Opens the warehouse at 4:30am each morning  
Assists with the sort and reports any issues to management  
Reports bag count discrepancies to management

- (c) Banks - Airport (Leadhand is paid \$20.00 per day)  
Communicates issues to management such as manpower  
Reports late aircrafts  
Reports missing bags  
Reports wet/damaged bags

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

**LETTER OF UNDERSTANDING #4**

between:

**Dynamex Canada Inc.**

and:

**Unifor Local 114**

**Re: AM / PM Charter Runs and Rerouting**

The Company recognizes the extra weight and insurance requirements involved in the AM / PM charter work and will take this into account during any reroutes or route audits.

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

**LETTER OF UNDERSTANDING #5**

between:

**Dynamex Canada Inc.**

and:

**Unifor Local 114**

**Re: Signing Bonus**

**All Owner Operators on the seniority list as of date of ratification shall receive a lump sum signing bonus of three hundred and fifty dollars (\$350.00) payable before January 31, 2017.**

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative



**LETTER OF UNDERSTANDING #6**

between:

**Dynamex Canada Inc.**

and:

**Unifor Local 114**

**Re: Owner Operator Health & Welfare**

**The Company agrees to meet with the Union 120 days after ratification to discuss ways to decrease the cost of the current Health and Welfare benefits package.**

Signed at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative

**LETTER OF INTENT**

between:

**Dynamex Canada Inc.**

and:

**Unifor 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 at New Westminster this 4<sup>th</sup> day of April, 2017.

FOR THE COMPANY:

Bryan Piwek  
Director of BC Operations

Kim Glenn  
Director Human Resources

FOR THE UNION:

Sooch Bhatti  
Bargaining Committee

Jasper Basilian  
Bargaining Committee

Reynaldo Domaoan,  
Bargaining Committee

Cynthia Anderson  
Local 114 Representative

Mario Santos  
National Representative