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No. OF EMPLOYEES	102
NOMBRE D'EMPLOYÉS	df

COLLECTIVE AGREEMENT

between

DYNAMEX LIMITED
(hereinafter referred to as the "Employer")

and

TEAMSTERS LOCAL UNION 91
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
(hereinafter referred to as the "Union")

Effective From: September 1, 1995
To: August 31, 1998

APR 26 1996

10293(01)

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ARTICLE 1 - PREAMBLE & RECOGNITION

- 1.01** *The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all Dependent Contractors and commissioned Biker Employees employed or engaged in ~~services by the company at all Company operations save and except Supervisors, those above the rank of Supervisor, Office Staff, Sales Staff, Dispatcher Tracer and Warehouse Staff.~~*
- 1.02** For any new terminal established or any existing terminal the following conditions shall apply:
- Any and all Dependent Contractors hired shall as a condition of Employment and/or Engagement of Services, be subject to this Collective Agreement.
- 1.03** The effective date of this Agreement shall be from September 1, 1995 until August 31, 1998.
- 1.04** The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the Industry, to establish and maintain a high degree of discipline and efficiency and to set forth herein, the basic agreement covering rates of pay, hours of work and conditions of Employment and/or Engagement of Services which will render justice to all. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the Industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and to foster goodwill and friendly relations and better understanding between the parties.
- 1.05** Wherever in the reading of this Agreement, the masculine gender or the singular case is used it shall be understood to include the feminine gender and the plural case.

ARTICLE 2 - UNION SECURITY

- 2.01** It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Collective Agreement as a condition of Employment and/or Engagement of Services.

- 2.02 All Dependent Contractors hired must, as a condition of their continued Employment and/or Engagement of Services, authorize the Company to deduct from their pay on the pay day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for **the duration** of this Agreement as their financial contribution to the Local Union.
- 2.03 Unless the Company is **otherwise** notified, all Dependent Contractors shall, as a condition of continued Employment and/or Engagement of Services, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of **twenty-five** dollars (\$25.00) per pay period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the Dependent Contractors from whom the money was deducted at the same time as the Union dues are remitted.
- 2.04 (a) The Company agrees, for the duration of this Agreement, to deduct from the first pay cheque each month the monthly dues of any Dependent Contractor under the scope of this Agreement and to remit such monies so deducted to the head office of the Local Union along with a list of the Dependent Contractors from whom the monies were deducted not later than the tenth (**10th**) day of the month following the date upon which such monies were deducted. The checkoff list **will** include social insurance numbers and names designated by terminals within the jurisdiction of each Local Union.
- (b) The Union will notify the Company in **writing** of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation Fees and the Company **will** immediately commence deductions in amounts prescribed by the Local Union in such **written notice** and **forward** such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe payroll deductions of not more than twenty-five dollars (\$25.00) per pay period, The Union **will** refund directly to the Dependent Contractor any such monies deducted in error along with confirmation of such refund to the Company.

- (c) The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall, each month, add the name of each new Dependent Contractor hired on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each Dependent Contractor who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.
- (d) The checkoff and cheques for the Union dues deducted, must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the checkoff and the cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary- Treasurer will, by registered mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.
- (e) The deduction of Union dues shall be made from every Dependent Contractor including, but not limited to, probationary Dependent Contractors.
- (9) The Company shall show the yearly Union monthly dues deductions on Dependent Contractors' Statement of Earnings.

2.05 The Company shall distribute to each Dependent Contractor the Union provided copy of the Collective Agreement, immediately upon conclusion of the Dependent Contractors' probationary period.

ARTICLE 3 - MANAGEMENT FUNCTIONS

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

- (a) maintain order, discipline,

- (b) hire, discharge or transfer ~~showing~~ just cause, classify, promote, layoff, ~~suspend~~ or otherwise discipline Dependent Contractors;
 - (c) **establish** and enforce rules and ~~regulations~~ not inconsistent with the ~~provisions~~ of this Agreement, governing the conduct of Dependent Contractors;
 - (d) generally to manage and operate the Company
- 3.02 The Company agrees that these functions **will** be exercised in a manner consistent with the provisions of this Agreement. This ~~clause~~ shall not ~~deprive~~ Dependent Contractors of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - DISCRIMINATION

- 4.01 *No person shall be refused engagement of services or Employment and/or Engagement of Services rights or in any manner be discriminated against In accordance with the Canadian Charter of Rights and Freedoms.*
- 4.02 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement provided he does not interfere **with** the normal operation of ~~the~~ Company.

ARTICLE 5 - STEWARDS

- 5.01 The Company acknowledges the right of the Union to appoint one (1) Steward and if the operations are such as cannot **be** covered by the one (1) Steward, additional Stewards may **be** appointed.
- 5.02 (a) Wherever possible, grievances shall be processed during the normal working hours ~~of~~ the Steward. A Steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Company on Company property, or at any other place which is mutually agreed upon by both the Union and the Company.

- (b) If the Company representative is unable to meet the Steward during the steward's normal working hours, the Steward shall be paid for all time spent during the processing of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.
 - (c) Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other Dependent Contractors, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 as outlined in Article 6.02 of this Agreement.
- 5.03** The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 5.04** 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 shall render the dismissal or suspension null and void.
- 5.05** For the purpose of layoff and the day to day allocation of work within his terminal, the Steward shall be established on the seniority list as "second man". In a terminal where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.
- 5.06** For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to pay records.

**ARTICLE 6 - GRIEVANCE PROCEDURE &
ARBITRATION**

6.01 (a) Business days will be considered as Monday to Friday for the purpose of applying this Article.

(b) A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of Dependent Contractors contrary to the terms of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.

There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps the grievor may be accompanied by the Steward and/or Business Representative.

6.02 (a) *A Dependent Contractor having a grievance will first take up the grievance within ten (10) business days from the time he/she becomes aware of the matter which is subject of the grievance with the Manager or designate who will attempt to adjust it. The Manager or designate will give a written answer without undue delay but not later than ten (10) business days after the grievance has been presented.*

(b) **STEP 1**

*If the grievance is not adjusted by the Manager or designate within **five (5)** business days of receipt of the Manager's or designate's reply, it shall be reduced in writing on a Dependent Contractor grievance form provided by the Union and signed by the Dependent Contractor involved and/or the Union Steward, The Manager or designate shall give an answer in writing to the Dependent Contractor involved and/or the Union Steward without undue delay but not more than three **(3)** business days after the grievance has been presented in writing.*

STEP 2

*Failing settlement at the above step the Manager or designate shall render a decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or designate within **fifteen (15)** calendar days of the date that the grievance was registered in writing. This meeting shall be held in the home terminal of the Dependent Contractor involved unless otherwise agreed. The General Manager or designate shall render a decision in writing within **five (5)** calendar days from the date that the grievance was referred to the General Manager or designate.*

(c) **POLICY OR GROUP GRIEVANCE**

A policy grievance or a group grievance of the Union which is distinguished from an individual Dependent Contractor's grievance, must be sent by registered mail, via Dynamex Limited or be personally delivered to the General Manager within ten (10) business days after the occurrence of the matter which is the subject of the grievance. A meeting shall be arranged by the General Manager with the appropriate Dependent Contractors involved within **fifteen (15)** business days of receipt of the grievance in order to resolve the dispute. The General Manager shall give a reply in writing within three (3) business days if the grievance is not settled at this meeting.

- (d) The names of the Managers and the designated authorities will be posted at each appropriate location.
- (e) Grievances dealing with discharges and suspensions shall be registered in writing within ten (10) business days from the time of the discharge or suspension and shall commence with Step 2 of the Grievance Procedure.
- (9) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below or a single arbitrator as outlined in Article 6.05 and 6.05 (a).

6.03 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within ten (10) business days of the alleged violation of the Agreement and by such notification arrange a meeting within fifteen (15) business days between the General Manager or designate and a duly accredited principal officer of the Local Union or designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Board of Arbitration as outlined in Article 6.05 (a) or Article 6.05 (b).

6.04 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of a grievance within thirty (30) calendar days after the final disposition of the grievance in the preceding steps.

6.05 Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to an Arbitration Board as outlined below. Before submitting the grievance to Arbitration, the dispute shall, if requested by the grieving party and in accordance with the procedures outlined in this Section, be brought to the attention of a Joint Grievance Committee established for this purpose by the Company and by the Local Unions. The Joint Grievance Committee will render a decision unless it is dead-locked which shall be final and binding and have the same judicial powers as a Board of Arbitration established under the following provisions. The Joint Grievance Committee shall be comprised of two (2) persons, one (1) of whom shall be selected from Management and one (1) from the Local Unions.

- (a) In any individual case the parties may, by mutual agreement, agree upon a single arbitrator in place of an Arbitration Board, which arbitrator will have the same powers as those of an Arbitration Board.
 - (b) A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee to the Board of Arbitration and within seven (7) business days from the receipt of the notice of intent to arbitrate the other party must, in turn, name their appointee. A third (3rd) member to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within the required seven (7) business days or should the appointees fail to select a Chairman within thirty (30) calendar days from the date of their appointment, either party or their appointee shall request the Federal Minister of Labour to make the appropriate appointment.
- 6.06** The Board of Arbitration shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.
- 6.07** Each of the parties hereto, will bear the expense of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.
- 6.08** The Company shall not be responsible for the payment of time used by an Dependent Contractor in the investigation and settlement of a grievance.
- 6.09** *All monetary grievances that are mutually agreed upon, shall be paid the following pay period, and the Dependent Contractor's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.*
- 6.10** Any Dependent Contractor covered by this Agreement when called into the Company's office for any discussion which may result in disciplinary action or a grievance shall, upon request, be accompanied by a Steward or Business Representative.

- 6.11 The Union shall have the right to file a policy grievance on behalf of all Dependent Contractors.
- 6.12 Time limits set forth in the Grievance and Arbitration Procedures, may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid General Holidays will not be counted in determining the time which any action is to be taken or completed under the Grievance and Arbitration Procedures.
- 6.13 Fulltime Dependent Contractors who are discharged will have their discharge and reason confirmed in writing and their pay will be available at the Branch Office within ten (10) business days from the time of their discharge providing all Company equipment has been returned. Dependent Contractors who terminate their Employment and/or Engagement of Services voluntarily shall have all monies owing them paid not later than the following pay day.
- 6.14 *The Parties failure to exercise any right or function reserved to it shall not be deemed a waiver of its right to exercise same.***
- 6.15 *All penalties and reprimands must be issued to the Dependent Contractor within ten(10) business days (excluding Saturdays, Sundays and General Holidays) from the time the Infraction became known with a copy to the Local Union, otherwise the penalty or reprimand will be considered null and void.***
- 6.16 Nothing in the Company Rules and Regulations shall deprive the Dependent Contractors of the right to challenge a penalty through the regular grievance procedure. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the Dependent Contractors except those which are, by their nature, the responsibility of the Company.
- 6.17 Any Dependent Contractor requested to sign for the receipt of a Dependent Contractor corrective discipline contact report, may be accompanied by a Steward.

- 6.18 It is agreed by both parties that vehicle accidents are the responsibility of the Dependant Contractor and shall not result in any disciplinary action by the Company.

Notwithstanding the above, the Company reserves the right to take disciplinary action should a Dependant Contractor be responsible for an excessive amount of vehicle accidents. Such disciplinary action would be subject to the grievance and arbitration procedures.

- 6.19 A Dependent Contractor will not be discharged due to loss of his driver's licence, The Union and the Company will meet to discuss movement to alternate work but no other Dependent Contractor will be laid off due to such move. If the Dependent Contractor regains his licence he will revert to his former position.

ARTICLE 7 - STRIKES, LOCKOUTS & PICKET LINES

- 7.01 During the term of this Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the Dependent Contractors.
- 7.02 The Company acknowledges the right of the Dependent Contractors to recognize and refuse to cross a picket line.
- 7.03 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 7.04 Each party recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its Dependent Contractors or the Union.
- 7.05 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

ARTICLE 8 - SENIORITY

- 8.01 Seniority shall be terminal wide and include all full time Dependent Contractors working at the terminal and on the terminal statement of earnings.
- 8.02 The purpose of seniority is to provide a policy governing work preference, layoffs and recalls. In the event of a layoff, the Company shall consider:
- (1) the seniority of the Dependent Contractor;
 - (2) the qualifications of the Dependent Contractor; where the qualifications are relatively equal, the Dependent Contractor's seniority shall be the determining factor.
- 8.03 Seniority lists containing the name and starting date of Dependent Contractors will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. A seniority list containing the names and addresses of Dependent Contractors as contained in the records of the Company, will be prepared and forwarded to the Local Union office annually during September of each year.

NOTE: It shall be the Dependent Contractor's responsibility at all times to keep the Company informed as to his correct home address.

- 8.04** *Dependent Contractors shall be considered probationary until placed on the seniority list. After sixty (60) calendar days from the date of hire, the Dependent Contractor shall be placed on the seniority list, dated according to the date of his Employment and/or Engagement of Services. The Company must supply proof of the commencement of Employment and/or Engagement of Services to establish personnel on the seniority list in accordance with the time they started. Dependent Contractors who start their probationary period after ratification of this collective agreement shall be considered on probation for ninety calendar days from the date of hire.*

8.05 Dependent Contractors promoted to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a one hundred and eighty (180) calendar day period only. If demoted for any reason or if they voluntarily request reinstatement to their former position, the time served in the supervisory position shall be included in their seniority rating. Such Dependent Contractors shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he **subsequently** be discharged in such a position beyond the jurisdiction of this Agreement.

This Article to be applied only once for any Dependent Contractor during the term of this Agreement.

8.06 A Dependent Contractor shall lose all seniority and will be deemed to be terminated if he:

- (a) voluntarily quits;
- (b) is justifiably discharged;
- (c) has been laid off and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the Dependent Contractor cannot be contacted or is employed elsewhere then the Company will notify the Dependent Contractor by registered mail to ~~his~~ last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- (d) if he takes Employment and/or Engagement of Services other than that declared and agreed upon when applying for the leave of absence;
- (e) is absent for three (3) days without permission from the Company or without notice to the Company giving reasons for his absence;
- (9)** if an Dependent Contractor is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months.

- 8.07 (a) Leave of absence in excess of thirty (30) days or an extension to an existing leave that will exceed in total thirty (30) days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon in writing.
- (b) A bona fide leave of absence under thirty (30) days shall not be unreasonably withheld or denied. The Company reserves the authority to designate leave of absence periods consistent with efficient operations of the Company terminals.
- 8.08 Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury. The Dependent Contractor shall notify the Company when he is able to return to work.

**ARTICLE 9 - TRANSFER OF COMPANY TITLE OR
INTEREST & MERGERS**

- 01 This Agreement, hereinafter referred to as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or rights only are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer or lease of an individual run or runs or rights only, the specific provisions in this Agreement excluding riders or other conditions shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Company fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, Company (including partners thereof) shall be liable to the Local Union and to the Dependent Contractors covered for all damages sustained as a result of such failure to require assumption to the terms of the Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.
- 02 If the Company acquires by way of purchase or in any other manner, the business or undertaking of any other Company and such operations are merged, the seniority of those Dependent Contractors working for the acquired company will be dovetailed including those Dependent Contractors who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the Dependent Contractors after the merger, layoff will commence at the bottom of the seniority list and such Dependent Contractors will remain on the active seniority list for the purpose of recall.

9.03 Contracting Out and/or Subcontracting:

EXISTING BARGAINING UNIT WORK

Effective with the signing of this Agreement the Company agrees to protect existing bargaining unit work. No contracting out or sub-contracting to a Broker/Agent that will cause a full time Dependent Contractor to be laid off.

NEW BARGAINING UNIT WORK

In the event that the Company establishes a new location:

- (1) Start up may be contracted out until work hours total at least forty (40) per week.
- (2) At this time the Company agrees to hire a Supervisor to operate the new location until;
- (3) The work reaches an additional forty (40) hours per week level then the Company will hire a full time bargaining unit Dependent Contractor.
- (4) In the event of closure at some future date the senior Dependent Contractor will be the last laid off.

INDIVIDUAL RULES

Nothing in the above paragraph shall be construed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing Present Work New Work other than those outlined above. However, if there is a mutual agreement, the rules set out herein will apply.

ARTICLE 10 - LEAVE OF ABSENCE FOR WORK WITH TEAMSTERS UNION

10.01 The Company agrees to grant to all present Dependent Contractors who are on leave of absence and all future Dependent Contractors of the Teamsters Union, an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with their respective Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the Dependent Contractor.

ARTICLE 11 - VEHICLES

- 11.01 a) It is to the mutual advantage of both the Company and the Dependent Contractor that Dependent Contractors shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the **duty** and responsibility of the Dependent Contractor to maintain his vehicle in a safe operating condition in accordance with the Department of Transport's regulations.
- (c) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Dependent Contractor.
- (d) *Should the vehicle used by a dependent contractor to service the customers of Dynamex be unavailable, the Company shall, upon determining a need for the service of the Dependent Contractor provide a rental vehicle under the following conditions;*
- (i) *The Company agrees to pay up to thirty (30) dollars per day less any fees charged for insurance, gas, and excess mileage, to a maximum of 3 days per occurrence.*
- (ii) *The Company guarantees to pay any cash deposits required by the rental company.*

- 11.02 All newly hired Dependent Contractor's vehicles and any existing Dependent Contractor's replacement vehicles must be painted in the Company designated colour (WHITE). All Dependent Contractor's vehicles must be free from body damage.
- 11.03 The Company will pay to have Dependent Contractors' vehicle identified with Company signage.
- 11.04 *The Company may set standards for the age of vehicles for dedicated runs where required by the Customer contract.***

ARTICLE 12 - MEDICAL EXAMINATIONS

- 12.01 Any medical examination requested by the Company shall be promptly complied with by all Dependent Contractors provided however, that any expense not covered by the provisions outlined in the Health and Welfare Article will be paid by the Company. In the event the Company requires a medical examination, it will be taken during working hours and in all cases the Dependent Contractor will be paid for all time required in taking the medical at the regular rate of pay and in all cases the Dependent Contractor must be given on (1) day's notice.
- 12.02 Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to driver licences.
- 12.03 No medical report shall be required by the Company for Dependent Contractors' absences of three (3) days or less due to sickness.

ARTICLE 13 - GENERAL

- 13.01 The Company shall have the authority to allocate the work to Dependent Contractors having due regard to seniority at qualifications.
- 13.02 The Company will devote its best efforts towards keeping the Dependent Contractor fully engaged in providing services.

13.03 *Dependent Contractors in order of seniority shall have the preference to work on the first five (5) consecutive days of the week.*

13.04 **JOB POSTING** - At least four (4) working days prior to filling any existing vacancy or creating a new route for any Dependent Contractor in the bargaining unit covered by this Agreement, the designated authority shall first post the notice at the appropriate terminal in order that all Dependent Contractors will know about the position and be able to make written application.

Such notice shall contain the following information:

job description,
qualifications,
hours of work,
amount of settlement to be paid
vehicle inspection date

and upon completion of the posting the Steward and the Union shall be notified, in writing, with a copy on the bulletin board notifying the applicant.

Nothing in this clause shall prevent the Company from filling the **posted job** from within the bargaining unit or from any other source after the **job** as been posted and all applications have been given consideration. **Job** posting shall be limited to the Dependent Contractors at the terminal where the vacancy occurs. No Dependent Contractor shall successfully bid for more than two (2) posted vacancies in any one (1) calendar year (January through December).

His the responsibility of all Dependent Contractors to check the posting boards at the appropriate terminal for any new-additional runs. It shall be one of the functions of lead hands to notify the Dependent Contractors at their location where applicable of any job postings.

13.05 **PART-TIME HELP**- The Company agrees that, during the term of this Agreement, they will not use any part-time or casual Dependent Contractors.

13.06 The Company agrees to provide clean and sanitary washrooms and all rooms be provided with fire exits as required by law and adequate heat.

13.07 BONDING - Should the Company require any Dependent Contractor to give bond, the premium involved shall be paid by the Company. The primary obligation to procure the bond shall be on the Company. If the Company cannot arrange for a bond for a Dependent Contractor within thirty (30) days, they must so notify the Dependent Contractor in writing. Failure to so notify shall relieve the Dependent Contractor of the bonding requirement. If the proper notice is given the Dependent Contractor shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its Dependent Contractors in similar classifications. Any excess premium is to be paid by the Dependent Contractor. Dependent Contractors must be bondable.

13.08 No Dependent Contractor will be allowed to represent, or act on behalf of, or control other Dependent Contractors (one truck, one driver).

For a period not to exceed twenty (20) days the Dependent Contractor is permitted to substitute another driver for his vehicle. This consent is given provided that the individual is approved, in advance, by **Dynamex** and that the payment to the individual remains the responsibility of the Dependent contractor.

13.09 The Company and the Union shall continue quarterly labour/management meetings to be attended by Company Representatives, Union Representatives and Stewards.

- 3.10 Bereavement Leave - In the event of a death in the immediate family, each Owner-Operator who has been engaged in excess of sixty (60) calendar days shall be entitled to days off to a maximum of three (3) days providing that the days off are regular business days from the day of the death to the day of the funeral or memorial service. Immediate family shall be defined as mother, father, sister, brother, spouse or child. The Owner-Operator's monthly guarantee will not be reduced for such days off on Bereavement Leave. *Dependant contractors hired after ratification date must be engaged in excess of ninety (90) calendar days to be eligible.*
- 3.11 The Company shall provide, at no expense to the Dependent Contractors, a driver's room for use by Dependent Contractors.
- 3.12 A lead hand shall be defined as a bargaining unit member who, in addition to his/her duties, may direct the work of other bargaining unit members and perform related administrative duties. He/She shall not have the authority to hire, fire or discipline. When management desires to appoint a lead hand the procedures outlined in Article 13.04 shall be followed, and Article 8.02 shall apply.

ARTICLE 14 - PAY PERIOD

- 4.01 The Company shall issue the settlement cheques to the dependent contractors every 2nd Friday by noon and said cheques shall be dated for that day. Pay shortages of \$50.00 or more in such settlement when brought to the attention of the company will be paid within 72 hours of being reported.
- Employed Commissioned Biker shall be issued settlement cheques on the 1st and 15th of every month.*
- 4.02 A Dependent Contractor shall be provided reasonable access to his/her daily records upon request.

ARTICLE 15 - BULLETIN BOARDS

- 15.01 The Company agrees to permit posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union.

ARTICLE 16 - VACATIONS

- 16.01 *Vacation settlements shall be paid to the Employed Commissioned Bikers within five (5) working days of the settlement date for the first settlement period ending in July. **Alternatively the Employed Commissioned Bikers may request his/her vacation pay at the time he/she takes vacation.***

The Company agrees to allow each employed Commissioned Biker the option of receiving his/her accumulated vacation settlement as part of each settlement cheque. Such election may be made once and cannot be altered for the duration of this agreement.

ARTICLE 17 - HEALTH SERVICES AND PENSION PLANS

- 17.01 The Company will abide by the laws governing payment of the Employers Health Tax as it relates to Dependent Contractors.
- 17.02 **Health & Welfare** - The Company agrees to make the Company Health Insurance Benefits available to Dependent Contractors on a voluntary basis providing they pay 100% of the premium. ***The Company agrees to remit funds deducted from Dependent Contractor's and Commissioned Biker Employee's to another plan if such plan is chosen in its entirety by the Bargaining Union members. The Company will not administer the plan nor negotiate it.***
- 17.03 **Workers' Compensation** - The Company will abide by the law governing payment of the Workers' Compensation premiums as it relates to Dependent Contractors,

ARTICLE 18 - UNIFORMS

8.01 *The Dependent Contractor will be required to wear a company issued uniform (except the tie) at all times while performing duties on behalf of the company. Replacements will be issued on an as and when required basis.*

The quality and the makeup of the uniform referred to herein shall be at the discretion of the Company.

The Company agrees to have women fitted properly for their Uniform.

ARTICLE 19 - INSURANCES & LICENCES

9.01 The Company will provide cargo insurance to the Dependent Contractor at the Company's expense.

9.02 The Company will provide an appropriate motor carrier authority vehicle licence authorizing transportation of the freight provided by the Company for the Dependent Contractor's trucking equipment while in use under this Agreement, where applicable.

9.03 *The Company will provide and maintain communication equipment for the Dependent Contractors and Employed Commissioned Bikers who require them, (equipment decision is Dynamex's). These Dependent Contractors and Employed Commissioned Bikers will pay a combined monthly rental fee of sixty-five dollars (\$65.00) per month for the first year effective the date of ratification.*

In the event the company issues only a pager or radio, the charge will be thirty-two fifty (32.50) each.

Batteries will be the responsibility of the Dependent Contractors and Employed Commissioned Bikers.

The Dependent Contractors will be responsible for securing their radios in their vehicle to protect them from damage.

Any damage caused by neglect shall be paid for by the Dependent Contractor or Employed Commissioned Bikers.

The above mentioned fee will be reduced to fifty dollars (50.00) per month effective the 13th month after ratification.

This reduction in rate is not applicable to any Dependent Contractors and Employed Commissioned Bikers hired after date of ratification.

ARTICLE 20 - REMUNERATION

20.01 The Company and the Union agree that the following classifications shall be maintained for the life of this Agreement and the Company may not create any new classification or rate of pay without the express written approval of the Union:

- (1) Drivers
- (2) Bikers
- (3) Large Trucks

Large Truck is understood to be any vehicle which requires the operator to be in possession of any class of license other than class "G" .

20.02 The Wage Schedule referred to herein shall apply to all Dependent Contractors.

20.03 Dependent Contractors shall be guaranteed the following minimum monthly income for the life of this Collective Agreement, unless specifically modified elsewhere:

- (a) *Drivers - \$1400.00 per month.*
- (b) *Bikers - \$ 900.00 per month.*

The guaranteed revenue split provided for in this Article and Article 21.04 is based on the Dependent Contractor being available to work on each complete business day of the month and is prorated accordingly.

.04 Wage Schedule

Effective the date of ratification of this Agreement, the following rates shall apply to all Dependent Contractors:

<u>Service</u>	<u>Percentage</u>
1 - 3 months	50.9%
3 - 6 months	53.0%
6 - 12 months	55.1%
12 months but less than 5 yrs.	57.2%
5 yrs. or more	58.3%

Those Dependent Contractors at 59% as of ratification shall receive 62.6%.

Dependent Contractors and Employed Commissioned Bikers hired after ratification the following rates shall apply:

<u>Service</u>	<u>Percentage</u>
1 - 3 months	49%
3 - 6 months	51%
6 - 12 months	53%
12 months and more	55%

The Percentage referred to herein is the Billing Rate which appears on the Driver's Settlement Report.

Employed Commissioned Bikers will be paid statutory holiday pay of \$34.00 due to their employee status.

Effective the date of Ratification of this Agreement, the following rates shall apply to all Employed Commissioned Bikers who were In the employ of the company prior to ratification:

<u>Service</u>	<u>Percentage</u>
1 - 3 months	50%
3 - 6 months	52%
6 - 12 months	54%
12 months or more	56%

Those *Employed Commissioned Bikers* at 59% as of ratification shall receive 60%.

The percentage referred to herein is the billing rate which appears on the *Bikers* settlement report.

The Company will **pay** the *Dependent Contractors' Longevity Bonuses* under the following conditions and schedules:

1 year of service or more as of Dec. 1st each year. . . \$100.00
3 yrs of service or more as of Dec. 1st each year . . . \$200.00
5 yrs of service or more as of Dec. 1st each year. . . \$250.00

These bonuses will be paid in the 1st full pay period that is entirely in the month of January each year, effective January 1996.

Since bonuses are being paid in advance, any *Dependent Contractors* that leave the company for any reason whatsoever will have their bonuses for that year prorated by month and an outstanding balance will be deducted from the *Dependent Contractors' final settlement*.

Dependent Contractors must work more than 1/2 of a month to qualify for that month's portion of the longevity bonus.

***Dependent Contractors* hired after the date of ratification will not be eligible to receive said bonuses.**


- 20.05 Any tariff increase which is implemented during the life of the Agreement shall be shared between the Company and the *Dependent Contractors* as provided for in Article 21.04 of the Agreement.
- 20.06 The Company agrees to provide tariff schedules to the *Union* and to all *Dependent Contractors* who so request.
- 20.07 An *employed commissioned biker* who reports for work as scheduled and has not been notified not to report for work, will be guaranteed work for a minimum of 4 hours or pay in lieu thereof at the daily minimum guarantee.

ARTICLE 21 - DURATION OF AGREEMENT

.01 This Agreement shall continue in effect until *August 31st, 1998* and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate It.

WITNESSED at OTTAWA, ONTARIO, this _____ day of _____ 1996.

FOR THE COMPANY



Michael Ashley

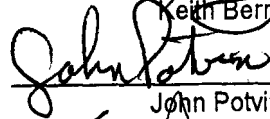


Roger Sandhu

FOR THE UNION



Keith Berry



John Potvin



Steve Lett

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A MEMBER'S REMINDER

Application for withdrawal cards should be made if a member is laid off, quits, is discharged, retires or if off work because of illness or injury.

**APPLICATIONS FOR
WITHDRAWAL CARDS ARE
THE SOLE RESPONSIBILITY
OF THE MEMBER AND MUST
BE MADE AT THE LOCAL
UNION OFFICE,**

LOCAL 91 EXECUTIVE BOARD

**President.....André R. Papineau
Vice-president.....Basil Humphrys
Secretary-Treasurer.....Mark Middleton
Recording Secretary.....Keith Berry
Trustee.....Norm Connors
Trustee.....Gerald Quesnel
Trustee.....Allen Burrell**

