

# **Collective Agreement**

between

**Dynamex Canada Inc.**

(Hereinafter referred to as the “Company”)

**and**

**Teamsters Local Union 91**

(Hereinafter referred to as the “Union”)

## **ARTICLE 1 - PREAMBLE AND RECOGNITION**

- 1.01 The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all **Owner Operators** and commissioned Biker Employees **contracted by, or in the case of Commissioned Bikers employed** 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.

**Owner Operator means Dependent Contractors who are commissioned drivers and own their own vehicles. The Company and the Owner Operators consider their relationship to be that of Owner/Dependent Contractor and not Employer/Employee and nothing herein shall be read as expressing a contrary intent. Biker Employees are not considered to be Dependent Contractors.**

- 1.02 For any new terminal established or any existing terminal the following conditions shall apply:

Any and all **Owner Operators and Biker Employees engaged or hired** shall as a condition of **engagement of service or employment**, be subject to this Collective Agreement.

**It is understood and agreed that where the terms and conditions of this Collective Agreement conflict with those of an individual Owner Operator or Biker Employee contract, the Collective Agreement shall prevail.**

- 1.03 The effective date of this Agreement shall be from **the date of ratification** until **December 31, 2001**.

- 1.04 The intent and purpose of this **Collective** 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 **settlement**, conditions of engagement and hours of work **of services or employment** 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 **Collective** 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 engagement of services **or employment**.
- 2.02 All **Owner Operators engaged, or Biker Employees employed** must, as a condition of their continued **engagement of services or employment**, authorize the Company to deduct from their **settlement** on the **settlement** day the Local Union's dues deductions are made, an amount equal to the Local Union's monthly dues for the duration of this **Collective** Agreement as their financial contribution to the Local Union.
- 2.03 Unless the Company is otherwise notified, all **Owner Operators and Biker Employees** shall, as a condition of continued engagement of services **or employment**, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of twenty-five dollars (\$25.00) per **settlement** period after the completion of **the first 90 calendar days engaged or employed**. 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 **Owner Operators or Biker Employees** 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 **Collective** Agreement, to deduct from the first **settlement** cheque each month the monthly dues of any **Owner Operator or Biker Employee** under the scope of this **Collective** Agreement and to remit such monies so deducted to the head office of the Local Union along with a list of the **Owner Operators and Biker Employees** 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 **the** 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 **settlement** deductions of not more than **the equivalent of one month's dues at the appropriate Local Union's rate per settlement period**. The Union will refund directly to the **Owner Operator or Biker Employee** any such monies deducted in error along with confirmation of such

refund to the Company.

- 2.04 (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 **Owner Operator or Biker Employee engaged or** hired on since the remittance of the previous checkoff along with the **initial** starting date and the Company shall give an explanation alongside the name of each **Owner Operator or Biker Employee** 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 **all Union deductions**, 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 cheques 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 **Owner Operator and Biker Employee** including, but not limited to **those Owner Operators and Biker Employees during their first 90 calendar days engaged or employed**.
- (f) The Company shall show the yearly Union monthly dues deductions on **the Owner Operators and Biker Employees** statement of earnings.
- 2.05 The Company shall distribute to each **Owner Operator and Biker Employee** the Union provided copy of the Collective Agreement **at the time of engagement or employment**.

## **ARTICLE 3 - COMPANY FUNCTIONS**

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- (a) maintain order **and** discipline;
- (I) **in the case of Owner Operators, engage, modify, transfer, suspend or cancel the Owner Operators contract showing just cause;**
- (ii) **in the case of Biker Employees, hire, discharge, transfer, classify, promote, layoff, suspend or otherwise discipline Biker Employees showing just cause;**
- (b) establish and enforce **procedures**, rules and regulations not inconsistent with the provisions of this **Collective** Agreement, governing the **relationship with Owner Operators and/or the conduct of Biker Employees;**

- 3.01 (c) **enter into any contract and/or establish any rates with its customers, both present and future, as it deems appropriate.**
- (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 **Collective** Agreement. This clause shall not deprive **Owner Operators or Biker Employees** of the right to exercise **their rights to** the Grievance Procedure as outlined in this **Collective 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 **Collective** Agreement provided he does not interfere with the normal operations 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 **settlement rate** 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 **receive his regular settlement** 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 course of his duties or the duties of other **Owner Operators or Biker Employees**, 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 **Collective**

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 **contract suspension or** layoff and the day to day allocation of **duties** within **the** terminal, the Steward shall be established on the **start date** list as “second man”. In a terminal where there is more than one Steward, the Steward with the **earliest start date** 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/or Stewards shall have access to **settlement** records.

## **ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION**

- 6.01 (a) Business days will be considered as Monday to Friday for the purpose of applying this Article. **The term “business day” does not include Saturdays, Sundays or Statutory Holidays, being New Year’s Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day and Boxing Day.**
- (b) A grievance shall consist of a dispute concerning interpretation and application of any clause in this **Collective** Agreement and alleged abuses of discretion by **the Company** in the treatment of **Owner operators or Biker Employees** contrary to the terms of the **Collective** 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) **An Owner Operator or Biker Employee** 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 **Business Centre Manager** or designate who will attempt to adjust it. The **Business Centre 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 **Business Centre Manager** or designate within five (5) business days of receipt of the **Business Centre Manager's** or designate's reply, it shall be reduced in writing on a grievance form provided by the Union and signed by the **Owner Operator or Biker Employee** involved and/or the Union Steward. The **Business Centre Manager** or designate shall give an answer in writing to the **Owner Operator or Biker Employee** 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 **Business Centre Manager** or designate shall render a decision in writing and shall refer the grievance to and arrange a meeting between the Union and the **Business Centre Manager** or designate within ten (10) business days of the date that the grievance was registered in writing. This meeting shall be held in the home terminal of the **Owner Operator or Biker Employee** involved unless otherwise agreed. The **Business Centre Manager** or designate shall render a decision in writing within five (5) business days from the date that the grievance was referred to the **Business Centre Manager** or designate.

(c) POLICY OR GROUP GRIEVANCE

A policy grievance or a group grievance of the Union which is distinguished from an Individual **Owner Operator or Biker Employee** grievance, must be sent by registered mail, via **Dynamex Canada Inc.** or be personally delivered to the **Business Centre Manager or designate** 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 **Business Centre Manager or designate** with the appropriate **Owner Operators and/or Biker Employees** involved within fifteen (15) business days of receipt of the grievance in order to resolve the dispute. The **Business Centre Manager or designate 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 **Business Centre Manager** and **his** designated authorities will

be posted at each appropriate location.

- 6.02 (e) Grievances dealing with **the cancellation or suspension of contract or, in the case of Biker Employees**, suspensions and discharges, shall be registered in writing within ten (10) business days from the time of the **cancellation, suspension or discharge** and shall commence with Step 2 of the Grievance Procedure.
- (f) 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 **Collective** Agreement and by such notification arrange a meeting within fifteen (15) business days between the **Business Centre 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 **twenty (20) business** 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 the 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 **the Company** 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 **twenty (20) business** 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 **Collective** Agreement or substitute any new provisions in this **Collective** Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this **Collective** 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 **Owner Operator or Biker Employee** in the investigation and settlement of a grievance.
- 6.09 All monetary grievances that are mutually agreed upon, shall be paid the following **settlement** period, and the **Owner Operators or Biker Employees** regular **settlement** cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.
- 6.10 Any **Owner Operator or Biker Employee** covered by this **Collective** Agreement when called into the Company's office for any discussion which **could** result in the **cancellation or suspension of a contract or, in the case of Biker Employee, disciplinary action**, or a grievance, shall be **informed of his right** to 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 **Owner Operators and/or Biker Employees**.
- 6.12 **Time limits set forth in the Grievance and Arbitration Procedures are mandatory and may only be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and Statutory Holidays as defined in Article 6.01 (a) 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 Full time **Owner Operators and Biker Employees** who have their contract cancelled or who are discharged will be **notified of such reason for the cancellation of their contract or** discharge in writing and their **settlement** will be available at the Branch Office within ten (10) business days from the time of **the cancellation or** discharge providing all Company equipment has been returned. **Owner Operators who voluntarily cancel their engagement of services, or Biker Employees who voluntarily resign**, shall have all monies owing them paid not later than the following **settlement**

**period date.**

- 6.14 All penalties must be issued to the **Owner Operator or Biker Employee** within ten (10) business days (excluding Saturdays, Sundays and Statutory Holidays) from the time the infraction became known with a copy to the Local Union, otherwise the penalty will be considered null and void.

**A penalty imposed in the case of an Owner Operator, or a disciplinary sanction imposed in the case of a Biker Employee shall become null and void eighteen (18) months after the date of the imposition, provided that no additional penalty or disciplinary sanction has been imposed during such eighteen (18) month interval.**

- 6.15 Nothing in the Company Procedures, Rules and Regulations shall deprive **Owner Operators or Biker Employees** of the right to challenge a penalty **or, in the case of Biker Employees, a disciplinary sanction**, through the regular grievance **procedure**. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the **Owner Operator or Biker Employee** except those which are, by their nature, the responsibility of the Company.
- 6.16 Any **Owner Operator or Biker Employee** requested to sign for the receipt of a Contact Report, **will be advised of his right to be** accompanied by a Steward. **Moreover, the Owner Operator or Biker Employee must sign a statement attesting receipt of the said Contact Report. His signature does not constitute an acceptance of the facts outlined therein, but only receipt of the written report.**
- 6.17 It is agreed by both parties that vehicle accidents are the responsibility of the **Owner Operator or Biker Employee** and shall not result in **the cancellation or suspension of his contract or, in the case of Biker Employees, any disciplinary sanction.**
- 6.18 (a) Where the driving permit of an **Owner Operator** is suspended or revoked for a maximum period of twelve (12) months, such **Owner Operator's contract shall not be cancelled and the Owner Operator** will be granted a **special** leave of absence for the duration of the suspension/revocation as well as any additional time required for the administrative renewal of the driving permit.
- The Company and the Union will meet to discuss possible movement to alternate work. When the **Owner Operator** regains his driving permit, he will revert back to his former classification.
- (b) Any **Owner Operator** whose driving permit has been suspended or revoked, must immediately advise **the Business Centre Manager or his designate, in writing**, failing which **his contract will be cancelled.**

## **ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES**

- 7.01 During the term of this **Collective** 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 **Owner Operators or Biker Employees**.
- 7.02 The Company acknowledges the right of the **Owner Operators or Biker Employees** 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 interest of the Company, **Owner Operators, Biker Employees** 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 - START DATE**

- 8.01 **Start dates** shall apply terminal wide and include all full time **Owner Operators and Biker Employees engaged by the Company or employed at the branch and who receive settlement payment from the Company**.
- 8.02 The purpose of **the start date list is to provide a mechanism governing work preference, contract suspensions and re-engagement or, in the case of Biker Employees**, a policy governing work preference, layoffs and recalls. In the event of **contract suspensions or layoffs**, the Company shall consider:
- (1) **the initial start date of the Owner Operator or, in the case of Biker Employees, the date of hire;**
  - (2) **the qualifications of the Owner Operator or Biker Employee; where the qualifications are relatively equal, the Owner Operator's start date or the**

**Biker Employee's date of hire** shall be the determining factor.

- 8.03 **Start Date Lists** containing the name and **initial or first contract** start date of **Owner Operators or, in the case of Biker Employees, the date of hire**, 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 list containing the names and addresses of **Owner Operators and Biker Employees** as contained in the records of the Company, will be prepared and forwarded to the Local Union office annually during September of each year.

**In cases of identical initial start dates or dates of hire**, last names followed by first names will be entered on the list in alphabetical order. Any subsequent name change will not affect the order of original placement on the list.

NB: It shall be the **Owner Operator or Bike Employee's** responsibility to, at all times, keep the Company informed as to his correct home address.

- 8.04 (a) **An Owner Operator's contract and continued engagement may be cancelled by the Company at its discretion at any time prior to completion of the first ninety (90) calendar days of engagement. Owner Operators shall be placed on the Start Date List according to the first or initial date of engagement. The Company must supply proof of the initial start date to establish the Owner Operator on the Start Date List.**
- (b) **Biker Employees** shall be considered probationary until placed on the **Start Date List**. After **ninety (90)** calendar days from the date of hire, the **Biker Employee** shall be placed on the **Start Date** List according to the date of his Employment. The Company must supply proof of the commencement of Employment to establish personnel on the **Start Date List** in accordance with the **date of hire**.

- 8.05 **Members of the bargaining unit assuming** supervisory positions or positions not subject to this Agreement, will retain their **first or initial start date** after **said assumption** for one hundred and eighty (180) calendar days. If demoted for any reason or if they voluntarily request reinstatement to their **former classification**, the time served in the supervisory position shall be included in their **initial start date calculation**. Such **members of the bargaining unit** 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 **Owner Operator or Biker Employee** during the term of this Agreement.

8.06 **An Owner Operators contractual relationship with the Company shall cease and will be deemed severed and, in the case of Biker Employees he shall lose all seniority and will be deemed to be terminated if:**

- (a) **he cancels his contract or voluntarily resigns;**
- (b) **has his contract justifiably cancelled by the Company or is justifiably discharged and the contract or employment relationship is not reinstated subsequent to a grievance or an arbitration award;**
- (c) **his contract has been suspended or he has been laid off** and not employed elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the **Owner Operator or Biker Employee** cannot be contacted or is **engaged or employed** elsewhere then the Company will notify **the Owner Operator or Biker Employee** 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 **accepts an engagement of service and/or is employed elsewhere**, other than that declared and agreed upon when applying for the leave of absence;
- (e) **if he fails to fulfill his contract by reason of absence for more than three (3) days without permission** from the Company or without notice to the Company giving reasons for his absence;
- (f) if an **Owner Operators contract is suspended and he is not re-engaged or, in the case of a Biker Employee**, 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 **the cancellation of a contract or, in the case of Biker Employees disciplinary sanctions,** providing the Company is notified of such illness or injury. The **Owner Operator or Biker Employee shall notify the Company when he is able to resume his contractual obligations or when he is able to return to work.**

8.09 **All new or vacant ongoing runs shall be posted immediately or as soon as reasonably possible. The information which shall appear on the posting will include, but is not restricted to the following:**

- **an indication of the classification and/or the bargaining unit to which the posting applies;**
- **the duration of the contract;**
- **the schedule and hours of work;**
- **a description of the contract including the general boundaries as they exist at the time of the posting, the estimated number of stops and the approximate mileage;**
- **the qualifications and equipment required for the position and for the continued servicing of the contract;**
- **the settlement basis;**
- **the vehicle inspection date;**
- **any requirement for individual contractual arrangements with the Owner Operator or Biker Employee;**

**Copies of the posting shall be maintained and will be available to the Steward upon request.**

**It is understood that the equipment required for the run and specified in the posting must remain in compliance. Any exception to this provision is subject to the consent of the Company, failing which the run may be deemed to be vacant and will be posted.**

8.10 **Owner Operators or Biker Employees wishing to apply for a posted contract or position must do so within the four (4) working days of the posting period using the form or manner established by the Company.**

**Positions are awarded on the basis of qualifications and initial start date**

subject to an ability to provide suitable and required equipment.

Where qualifications are equal, the initial start date shall be the determining factor.

In cases where the work is completed by an Owner Operator or Biker Employee without the required suitable equipment, the posting shall be deemed vacant following twenty (20) calendar days and re-posted with a revision of what suitable equipment is appropriately required.

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 has been posted and all applications have been given consideration. Job posting shall be limited to the Owner Operators and Biker Employees at the terminal where the vacancy occurs. No Owner Operator or Biker Employee shall successfully bid more than two (2) posted vacancies in any one calendar year.

It is the responsibility of all Owner Operators and Biker Employees to check the posting boards at the appropriate terminal for any new, additional postings. It shall be one of the functions of lead hands to notify Owner Operators and Biker Employees at their location where applicable of any job postings.

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

- 8.11 Within five (5) working days immediately following the end of the posting period, the Company will post the name of the successful applicant to the posting. The successful applicant will be placed into the position within ten (10) working days following the posting of his name.

Effective the eleventh (11th) working day, if the Owner Operator or Biker Employee has not yet been placed in his new contract or position, he will be entitled to be remunerated at the rate of the new contract or position if said rate is higher than the rate for the contract or position he is currently filling, except in cases where placement cannot be effected for reasons beyond the control of the Company including but not limited to a related unresolved grievance or third party direction.

- 8.12 The Company shall have the authority to allocate the work to **Owner Operators and Biker Employees** having due regard to **initial start dates** and qualifications.

- 8.13 The Company will devote its best efforts towards keeping the **Owner Operators**

and **Biker Employees** fully engaged in providing services.

- 8.14 **Owner Operators and Biker Employees** in order of **initial start date** shall have the preference to work on the first five (5) consecutive days of the week.

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

- 9.01 This **Collective** 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 **Collective** 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 collective** 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 **Collective** Agreement. The Company shall give notice of the existence of this **Collective** Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this **Collective** 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 **Collective** Agreement, **the** Company (including partners thereof) shall be liable to the Local Union and to the **members of the bargaining unit** covered for all damages sustained as a result of such failure to require assumption to the terms of the **Collective** Agreement, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this **Collective** Agreement.

- 9.02 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 **initial start dates of those Owner Operators and any relevant employees** working for the acquired company will be dovetailed including those **Owner Operators or employees** who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the **Owner Operators or employees** after the merger, **contract suspension and** layoff will commence at the bottom of the **Start Date List** and such **Owner Operators or employees** will remain on the **Start Date List** for the purpose of **re-engagement** or recall.

- 9.03 Contracting Out and/or Sub-contracting:

### **EXISTING BARGAINING UNIT WORK**



Effective with the signing of this **Collective** 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 **Owner Operators contract to be suspended or, in the case of Biker Employees, 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 **engage** a full time bargaining unit **Owner Operator or hire a full time Biker Employee as applicable.**
- (4) In the event of closure at some future date the **Owner Operator with the earliest initial start date will be last to have their contracts cancelled or suspended or, in the case of Biker Employees, will be the last laid off as applicable.**

### **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 or New Work other than those outlined above. However, if there is not 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 **any Owner Operators or Biker Employees** an indefinite leave of absence to work for the Teamsters Union. **Such Owner Operator or Biker Employee will retain their first or initial start date** with the Company. Such leave of absence shall be revocable upon seventy-two (72) hours notice by the **Owner Operator or Biker Employee.**

## **ARTICLE 11 - VEHICLES**

- 11.01 (a) It is to the mutual advantage of both the Company and the **Owner Operators that Owner Operators** 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 **Owner Operator** 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 **Owner Operator**.
- (d) Should the vehicle used by **an individual Owner Operator** to service the customers of Dynamex be unavailable, the Company shall, upon determining **the requirement that** the services of **said Owner Operator** provide a rental vehicle under the following conditions;
- (i) The Company agrees to pay up to **a maximum of forty-five dollars (\$45.00)** 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.
- (iii) **It is understood that where an Owner Operator whose vehicle is unavailable is not required by the Company to continue to provide services, said Owner Operator shall be responsible for any and all vehicle replacement or rental costs.**
- 11.02 (a) **Owner Operators newly engaged by the Company shall be required to provide a white vehicle or, in the event that they are engaged without a white vehicle, shall be required to paint their vehicle white within the time frame stipulated at the time of their initial engagement and specified in their individual contract. The Company will establish and maintain one or more corporate accounts with vehicle painting suppliers and will permit source settlement deductions for Owner Operators utilizing the same.**
- 11.02 (b) **Existing Owner Operators who replace their vehicle during the term of this Collective Agreement will, where the replacement is new, provide a white vehicle. Where the replacement is a used vehicle, the Owner Operator will endeavour to provide a white**

vehicle. **Owner Operators providing white vehicles under the provisions of this clause will be entitled, upon application of full permanent Company decals, to an increase in their current commission rate of 0.5% from the date of compliance. Decals will be provided at the expense of the Company.**

- (c) **Owner Operators** vehicles must be free from body damage.

## **ARTICLE 12 - MEDICAL EXAMINATIONS**

12.01 Any medical examination requested by the Company shall be promptly complied with by all **Owner Operators and Bikers Employees** 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 **Owner Operators and Bikers Employees** will be paid for all time required in taking the medical at the regular rate of **settlement** and in all cases the **Owner Operators and Bikers Employees** must be given one (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 drivers' licences.

12.03 No medical report shall be required by the Company for **Owner Operators or Biker Employees** for absences of three (3) days **or less** due to sickness.

**The sole exception to this provision will be in cases where there is a demonstrated record of frequent or repetitive failure by an Owner Operator to fulfill his contract by reason of absence or, in the case of Biker Employees frequent or repetitive absences of less than three (3) days duration.**

## **ARTICLE 13 - GENERAL**

13.01 **PART-TIME HELP** - The Company agrees that, during the term of this Agreement, they will not use any part-time or casual **Owner Operators or Biker Employees**.

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

13.03 **BONDING** - Should the Company require any **Owner Operator or Biker Employee** 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 an **Owner Operator or Biker Employee** within thirty (30) days, they must so notify the **Owner Operator or Biker Employee** in writing. Failure to so notify shall relieve the **Owner Operator or Biker Employee** of the bonding requirement. If the proper notice is given the **Owner Operator or Biker Employee** 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 **Owner Operators or Biker Employees** in similar classifications. Any excess premium is to be paid by the **Owner Operators or Biker Employees**. **Owner Operators or Biker Employees** must be bondable.

**13.04** No **Owner Operator or Biker Employee** will be allowed to represent, or act on behalf of, or control other **Owner Operators or Biker Employees** (one truck, one driver).

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

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

**13.06** Bereavement Leave - in the event of a death in the immediate family, each **Owner Operator or Biker Employee** who has been engaged or employed in excess of **ninety (90)** 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 or Biker Employees expectancy benchmark** will not be reduced for such days off on Bereavement Leave.

**13.07** The Company shall provide, at no expense to the **Owner Operators or Biker Employees** a room for use by **Owner Operators or Biker Employees**.

**13.08** A lead hand shall be defined as a bargaining unit member who, in addition to his **regular** duties, may direct the work of other bargaining unit members and perform related administrative duties. He shall not have the authority to **cancel or suspend contracts**, hire, fire or discipline. When management desires to appoint a lead hand the procedures outlined in Article **8.09** shall be followed, and Article 8.02 shall apply.

- 13.09 a) The provision of labour as a helper or loader for a route or call which is work not normally assigned to them shall be assigned to Owner Operators or Biker Employees who are available to do such work within the time constraints in reverse order of seniority. Payment for such work shall be at the rate of \$10.50 per hour.
- b) The Company will investigate the legal aspects and implications with respect to securing customer waivers covering carrier liability and vehicle damage connected with the shipment of live animals or passengers and will advise the Union once such information is available.

## **ARTICLE 14 - SETTLEMENT PERIOD**

14.01 The Company shall issue the settlement cheques to the **Owner Operators** every 2nd Friday by noon and said **settlement** cheque 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.

**Biker Employees** shall be issued settlement cheques on the 1st and 15th of every month.

14.02 **Owner Operators and Biker Employees** shall be provided reasonable access to **their** 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 AND ANNUAL LEAVE**

16.01 Annual leave will, as far as practicable, be granted at the times most desired by an Owner Operator or Biker Employee. An Owner Operator or Biker Employee, to qualify for consideration of his request for annual leave, in accordance with his start date standing, must notify the Company of his preferred annual leave before March 15th of each year and thereafter such schedules shall not be changed unless mutually agreed to by the Owner Operator or Biker Employee and the Company. Owner Operators and Biker Employees wishing to split or required to split annual leave periods can only exercise their start date rights for one period. Requests for annual leave periods shall not be unreasonably withheld however, the Company reserves the authority to designate annual leave periods in a manner consistent with the efficient operations of the terminal.

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

16.02 **Biker Employees are entitled to vacation pay according to the following:**

**To the completion of five (5) consecutive years of employment, four percent (4%);**

**From the start of the sixth (6th) year of continuous employment to the completion of the tenth (10th) year of continuous employment, six percent (6%);**

**After the completion of the tenth (10th) year of continuous employment, eight percent (8%).**

The Company agrees to allow each **Biker Employee** 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 **Owner Operators and Biker Employees.**

17.02 Health & Welfare - The Company agrees to make the Company Health Insurance Benefits available to **Owner Operators and Biker Employees** on a voluntary basis providing they pay 100% of the premium. The Company agrees to remit funds deducted from **Owner Operators and Biker Employees** to another plan if such plan is chosen in its entirety by the Bargaining Unit members. The Company will not administer the plan nor negotiate it.

17.03 Workers' Safety and Insurance Board - The Company will abide by the laws governing payment of the Workers' **Safety and Insurance Board** premiums as it relates to **Owner Operators and Biker Employees**.

## **ARTICLE 18 - UNIFORMS**

18.01 The uniform shall consist of the following:

**Owner Operators:**

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

**Bikers Employees:**

three (3) short sleeved cycling jerseys  
one (1) long sleeved cycling jersey  
two (2) pairs cycling shorts  
one (1) Gortex winter jacket per two (2) years  
one (1) spring jacket per two (2) years  
one (1) pair winter tights  
one (1) pair summer tights

**Owner Operators and Biker Employees** 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 of the uniform referred to herein shall be subject to mutual agreement between the Company and the Union.**

**The Company agrees to have Owner Operators and Biker Employees fitted properly for their uniform at no cost to them.**

## **ARTICLE 19 - INSURANCES & LICENCES**

- 19.01 The Company will provide cargo insurance to the **Owner Operator** at the Company's expense. **It is further agreed and understood that the deductible, if any will be borne by the Company in the event of loss or claim however, Owner Operators shall be responsible for any deductible in cases involving proven neglect, negligence, willful intent or recklessness.**
- 19.02 The Company will provide an appropriate motor carrier authority vehicle licence authorizing transportation of the freight provided by the Company for the **Owner Operators** trucking equipment while in use under this Agreement, where applicable.
- 19.03 The Company will provide and maintain communication equipment for the **Owner Operators and Biker Employees** who require them. (Equipment decision is **that of the Company's**). These **Owner Operators and Biker Employees** will pay the applicable existing monthly rental fees. **Owner Operators and Biker Employees currently paying sixty-five dollars (\$65.00) or fifty dollars (\$50.00) per month will continue to pay said amounts for the duration of this Collective Agreement.**

**Owner Operators and Biker Employees currently qualifying under the provisions of the previous Collective Agreement in respect of a reduced communication charge will, if issued a radio or pager only, be charged twenty-five dollars (\$25.00) effective the date of ratification.**

Batteries will be the responsibility of the **Owner Operator and Biker Employee.**

**Owner Operators and Biker Employees** will be responsible for securing their radios **and pagers** to protect them from damage.

Any damage **resulting from the proven neglect, negligence, willful intent or recklessness of the Owner Operator or Biker Employee** shall be paid for by the **Owner Operator or Biker Employee.**



## **ARTICLE 20 - SETTLEMENT BASIS**

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) **Owner Operator**
- (2) **Biker Employee**
- (3) **Large Truck - Owner Operator**

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

20.02 The Wage Schedule referred to herein shall apply to all **classifications unless specifically indicated otherwise.**

### 20.03 **RATE COMMITTEE**

The Company acknowledges that the assistance of the Union in determining rates charged to customers and in establishing procedures and practices that will contribute to increasing the income of both Owner Operators and Employees and the Company is invaluable and welcomes such support. With this spirit of cooperation as a basis, a Joint Committee of two (2) representatives of the Company and two (2) from the Union shall be formed immediately and shall meet monthly or at such other times as may be agreed upon by this Committee to review the rates charged customers by the Company and other issues including fleet size, yield per call, on time delivery performance and new service/product development.

The Committee shall consider all rate change proposals made by the Union. The rising cost of living shall be one of the factors taken into account in determining whether or not there should be a rate increase. Whenever possible, decisions as to rate increases and the time of such rate increases shall be made during the meeting in which the proposals are made provided however, that the Company reserves the right to take any rate increase proposal under advisement in which case a decision regarding such proposal shall be communicated to the Union members of the Committee no later than the next meeting of the Committee.

20.03 In addition to the foregoing, Owner Operators and Biker Employees shall have the right to request that the Rate Committee undertake a review

and assessment of their revenues or earnings where such fall below the following Minimum Expectancy Benchmarks:

<u>Category</u>	<u>Monthly Gross Commission Level</u>
Vehicles	\$1,500.00
Bicycles	\$1,000.00

The Committee shall determine the reasons and causes behind an instance where an individual's revenue or earnings fall below the Expectancy Benchmark based on a monthly per diem average calculated on actual complete days worked. The Committee shall recommend appropriate corrective action including revenue or wage adjustments required in specific cases. It is understood and agreed that minority recommendations respecting revenue or wage adjustments by at least two (2) members of the Committee, if not accepted by the Company, may be referred to the grievance and arbitration process under this Collective Agreement.

#### 20.04 **SETTLEMENT/WAGE SCHEDULE**

- (a) Owner Operators and Biker Employees engaged after the date of ratification will receive no less than fifty-three percent (53%) of the billing rate which appears on the Owner Operator's or Biker Employee's settlement report. If applicable, said rate will increase to fifty-five percent (55%) after twelve (12) months of continuous engagement or employment.
- (b) Existing Owner Operators and Biker Employees receiving less than fifty-five percent (55%) on the date of ratification will receive fifty-five percent (55%) effective thirty (30) days after ratification.
- (c) Owner Operators or Biker Employees receiving fifty-five percent (55%) or more on the date of ratification will continue to receive their current rate for the duration of the Collective Agreement, except where the Owner Operator or Biker Employee would have progressed to a higher rate under the terms of the Collective Agreement expiring August 31, 1998, in which case such higher rate will be effective as applicable in each case.

**Biker Employees** will be paid statutory holiday pay of **Forty dollars (\$40.00) per diem** due to their employee status.

20.05 The Company agrees to provide tariff schedules to the Union and to all **Owner Operators and Biker Employees** who so request.

**20.06 It is further agreed that the following exceptions will apply for purposes of administering the percentage split which is paid to all classifications:**

**a) “N.F.O.” payout to be based on a flat rate of eleven dollars (\$11.00) (booking) per call for shipments destined to separate cities. (Booking) example: 7 total NFO shipments: Toronto - 2, Montreal - 2, Winnipeg - 2, Halifax - 1. Payment = 4 X \$11 = \$44) Nfo payouts whether individual or combined will be capped at one hundred and ten dollars (\$110.00). In addition to the flat rate, normal weight charges will apply. In exceptional circumstances, the Owner Operator or Biker Employee may petition the Company for additional payment. Such payment will only be made by mutual agreement, failing which the matter may be referred to the Rate Committee.**

**b) Overnight payouts to be based on a flat rate payout of one hundred percent (100 %) of \$1.65. The maximum payout for overnights will be restricted to ten (10) shipments per occurrence. In addition to the flat rate, present weight charges will apply. In exceptional circumstances, the Owner Operator or Biker Employee may petition the Company for additional payment. Such payment will only be made by mutual agreement, failing which the matter may be referred to the Rate Committee.**

**c) It is understood and agreed that all NFO shipments originating within the Ottawa service area will be picked up by members of Local 91 save and except in instances where superior service or performance levels would otherwise be attained. In such cases, the applicable booking rate shall be paid to the Owner Operator who would otherwise have performed the delivery from the customer’s location to the airport or Company facility.**

**20.05 d) Where, at the direction of the Company, attendance at a meeting is mandatory, Owner Operators and Biker Employees shall receive the equivalent of an hourly rate based on \$10.50 per hour for actual time involved in the meeting (2 hour minimum.) It is understood and agreed**

that any meetings connected with postings or posting requirements, customer requirements, the grievance process or individual disciplinary or performance issues shall not be considered mandatory under this Article except as provided for in Article 5.02 a). Orientation and training sessions for new Owner Operators are also excluded from the mandatory provisions of this Article.

20.06 A **Biker Employee** 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 **expectancy benchmark**.

## **ARTICLE 21 - DURATION OF AGREEMENT**

21.01 This **Collective** Agreement shall continue in effect until **December 31st, 2001** 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 **Collective** Agreement, that it desires to amend or terminate it.

DATED at OTTAWA, ONTARIO, this \_\_\_\_\_ day of \_\_\_\_\_ 1999.

FOR THE COMPANY      FOR THE UNION

\_\_\_\_\_  
Jim Aitken    Allen Burrell    \_\_\_\_\_

\_\_\_\_\_  
Roger Sandhu    Steve Lett    \_\_\_\_\_

\_\_\_\_\_  
Jock Bryce    William Forget    \_\_\_\_\_

**LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

Owner Operators currently engaged by the Company who were initially engaged between the first day following ratification of the Collective Agreement expiring August 31, 1998 and August 31, 1998 will receive a one-time lump sum payment in the amount of two hundred dollars (\$200.00) within sixty (60) days of ratification.

Dated at Ottawa, Ontario this \_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

Longevity Bonuses will continue to be paid during the term of this Collective Agreement to those who previously qualified under the Collective Agreement expiring August 31, 1998. An Owner Operator currently receiving a two hundred dollar (\$200.00) Bonus who will qualify for a five (5) year-plus Bonus during the term of this Collective Agreement will receive same.

These Bonuses will be paid in the first (1st) full pay period that is entirely in the month of January each year.

Since Bonuses are being paid in advance, any Owner Operators that leave the Company for any reason whatsoever, will have their Bonuses for that year prorated by month and any outstanding balance will be deducted from the Owner Operators final settlement.

Owner Operators must work more than half (1/2) of a month to qualify for that month's portion of the Longevity Bonus.

Owner Operators hired after the date of ratification of the Collective Agreement expired August 31, 1998 will not be eligible to receive said Bonuses.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

Any tariff increase which is implemented during the life of this Collective Agreement shall be shared between the Company and the Owner Operators and Biker Employees as provided for in Article 20.04 of this Collective Agreement.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

The Company agrees that any Owner Operators or Biker Employees working under the Dynamex Messenger Agreement on the original date of signing of the Fleet Service Agreement who wants to go and work under the Fleet Service Agreement, will be allowed to do so and will be deemed to be on a leave of absence from Dynamex Messenger Agreement without loss of seniority then accumulated.

The Owner Operators or Biker Employees who transfer, will be subject to all conditions of the Fleet Service Agreement and will relinquish all of the terms and conditions under the Dynamex Messenger Agreement.

An Owner Operator or Biker Employee who has transferred to the Fleet Service Agreement shall be allowed to enter back into the Dynamex Messenger Agreement if and only if his Fleet Service contract is terminated by the customer and not renewed.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

BETWEEN



**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

It is understood and agreed that the Company will proceed to have all existing Owner Operators enter into an individual Contract with the Company ("Contract for Retention of Services".) The Company shall not take disciplinary or punitive action against an Owner Operator refusing to enter into such a Contract. The Union or Stewards shall not oppose this undertaking nor counsel or advise Owner Operators not to enter into such Contracts.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

It is understood and agreed that if legislation or regulations applicable to Biker Employees requires the mandatory use of helmets by such individuals, the Company will contribute up to a maximum of twenty-five dollars (\$25.00) per Employee every two (2) years upon submission of authentic receipts.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

between

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

and

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

It is understood and agreed between the parties that the Collective Agreement is the

overriding document for any final interpretation of a practice or procedure. Both parties agree that this letter is on a trial basis and can be terminated by either party upon thirty (30) days written notice.

Casual Owner Operators (hereinafter referred to as "Casuals") are defined as being temporary contractors, who do not provide services for the Company on a regularly consistent basis. Casuals shall not accrue seniority nor will they be covered by any provisions of the Collective Agreement. Casuals may however, apply for regular posted positions.

Casuals shall not be required to pay Initiation or Re-Initiation fees until such time as they may become regular Owner Operators.

Casuals shall be identified using the 400 series numbers for the purpose of conducting the monthly settlement review. The parties agree that Casuals shall not be used to avoid the engagement of regular Owner Operators or of full time Biker Employees.

Casual Owner Operators shall be offered engagement of services in order of their date of engagement, or in the case of Biker Employees, in order of their date of employment, for example first in, first out however, their engagement of services are at the sole discretion of the Company.

Casuals shall be paid fifty-five percent (55%) commission on the customer billing.

The Company agrees that there shall be a monthly review of the settlement cheques by the Union Steward and/or Business Agent and all relevant documentation shall be provided at that time.

Casuals may be used when there is an absenteeism rate anticipated to be more than fifteen percent (15%) of the Owner Operators who normally work off the dispatch board and only between the hours of 9:00 a.m. and 6:00 p.m.

The Company shall apply the following procedure when scheduled contract work requires the use of a temporary replacement due to absenteeism:

The work will be offered first to regular Owner Operators who are normally dispatched off the board in seniority order;

Should a replacement not be found in this manner, then a Casual may be assigned;

On a daily basis, this procedure shall be followed;

The Company further agrees not to use a Casual to replace for absenteeism caused by discipline.

The Company agrees that as per Article 8.09 of the Collective Agreement, prior to going outside of the bargaining unit to fill a vacancy, the Company will offer in order of their engagement of services date the vacancy to the Casuals, so long as they have the necessary qualifications.

Should a Casual be the successful bidder on a posting for a vacant position they shall at that time become a probationary Owner Operator as per the Collective Agreement.

Dated at Ottawa, Ontario this \_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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## **LETTER OF UNDERSTANDING**

BETWEEN

**DYNAMEX CANADA INC.**

(Hereinafter called the "Company")

AND

**TEAMSTERS LOCAL UNION 91**

(Hereinafter called the "Union")

With reference to Article 8.09 of the Collective Agreement, the parties hereby agree that postings will include:

1. All new pre-scheduled runs that have a route schedule allowance of more than four (4) hours total per day, which have evolved over time to combine separate runs in an aggregate of more than four (4) total hours per day shall not be posted unless and until said aggregate of work is vacated.
2. All temporary runs having exceeded ninety (90) business days duration.
3. All previously posted runs which the Company knows or is informed will be temporarily vacant for more than fifteen (15) consecutive business days due to illness, injury or approved leave of absence of the incumbent Owner Operator.

Dated at Ottawa, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

**FOR THE COMPANY**

**FOR THE UNION**

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