

COLLECTIVE AGREEMENT



Between

DYNAMEX

hereinafter referred to as the "Company"

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS LOCAL UNION NO. 141**

Affiliated with the International Brotherhood of Teamsters

hereinafter referred to as the "Union"

Expiry Date: December 31, 2002

APPROVED
BY THE LOCAL UNION
10

12040 (02)

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS
LOCAL UNION NO. 141**

426 Third Street, London, Ontario N5W 4W6

Phone: (519) 455-5180

EXECUTIVE BOARD

**WAYNE L. GIBSON
President**

**WARREN W. STACPOOLE
Vice President**

**ROB A. FLETCHER
Secretary Treasurer**

**MARTIN L. TAYLOR
Recording Secretary**

**DOUG PILKEY
Trustee**

**KATHERINE YOUNG
Trustee**

**DAVE MCLEOD
Trustee**

BUSINESS AGENT

Martin L. Taylor

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ARTICLE 1 - PREAMBLE AND RECOGNITION

1.01

- a) The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all **Dependent** Contractors contracted by the Company at all company operations save and **except** supervisors, those above the rank of supervisor, office staff, sales staff, dispatcher and tracer.

The term "Dependent Contractor" shall mean all "Owner-Operators".

- b) As in Section 1.01 (a), the **Company** or non-union people will not perform bargaining unit work until all efforts have been made to have the work covered by qualified bargaining unit **owner-operators** in their classifications. In any cases of new positions, locations, terminals or dispatches the Company will meet with the Union to establish all non-bargaining unit eligible people be included into the bargaining unit.

1.02

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

Any and all **owner-operators** contracted shall, as a condition of their engagement, be subject to this Collective Agreement.

1.03

The effective date of this Agreement shall be from July 1, 2001, until December 31, 2002.

1.04

The Company and the owner-operators consider their relationship to be that of **owner/dependent contractor** and not **employer/employee** and nothing herein shall be read as expressing a contrary intent.

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

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

In consideration of the Company entering into this Agreement with the owner-operator and allowing the owner-operator to service the Company's customers, the owner-operator hereby covenants, agrees, acknowledges and confirms that during the term hereof, and upon the termination of this Agreement for any cause or by any means whatsoever, then for a period of one (1) year from the termination of this Agreement, the owner-operator shall not use or disclose any information concerning the business, or customers, of the Company which may have been acquired by it during the course of its relationship with the Company for its own benefit or to the detriment or to the intended or probable detriment of the Company.

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

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

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

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

1.05

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 commissions which will render justice to all. The parties hereto desire to cooperate 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.

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 their engagement.

2.02

All owner-operators must authorize the Company to deduct from their settlement an amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.

2.03

Unless the Company is otherwise notified, all owner-operators shall, as a condition of their continued contract, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in instalments of twenty-five dollars (\$25.00) per settlement period after the completion of the probationary period. This deduction shall continue until the initiation fee is paid in full. The Company agrees to remit such monies so deducted to the head office of the Local Union along with a list of the owner-operators 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 settlement cheque each month the monthly dues of any owner-operator 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 owner-operators 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 the 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 twenty-five dollars (\$25.00) per pay period. The Union will refund directly to the owner-operator 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 owner-operator contracted 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 owner-operator who appeared on the previous month's check-off 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 owner-operator including, but not limited to, probationary owner-operators.
- f) The Company shall show the yearly union monthly dues deductions on owner-operators' statement of earnings.

2.05

The Company shall distribute to each owner-operator the Union provided copy of the Collective Agreement, immediately upon conclusion of the owner-operator's 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) Engage, discharge or transfer showing just cause, classify, promote, lay-off, suspend or otherwise discipline owner-operators;
- (c) Establish and enforce rules and regulations not inconsistent with the provisions of this Agreement, governing the conduct of owner-operators;
- (d) Generally to manage and operate Dynamex.

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 owner-operators of the right to exercise the Grievance Procedure as outlined in this Agreement.

ARTICLE 4 - DISCRIMINATION**4.01**

No person shall be refused engagement 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 or elect one (1) steward in each location: London, Windsor, Chatham-Sarnia and Canadian Tire. and if the operations are such as cannot be covered by the one (1) steward, additional alternate 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/her regular rate of settlement 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 compensated 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/her duties or the duties of other owner-operators, 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 cancellation of the engagement and the day-to-day allocation of work within his/her 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 settlement records and charges to the customer.

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.

- 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 **owner-operators** 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.
- c) 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.
- d) All monetary grievances will go back sixty (60) calendar days from time of occurrence.

6.02

- a) An **owner-operator** having a grievance will first take up the grievance within ten (10) business days after the occurrence of the matter which is the subject of the grievance with the manager or designate who will attempt to adjust it. The manager or designate will give an answer without undue delay but not later than three (3) business days after the grievance has been presented!

b) step 1:

If the grievance is not adjusted by the manager or designate within three (3) business days of receipt of the manager's or designate's reply, it shall be reduced in writing on an **owner-operator grievance** form provided by the Union and **signed by the owner-operator** involved and/or the union steward. The **manager or designate shall** give an answer in writing to the **owner-operator** 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 **owner-operator** involved unless **otherwise** agreed. The general manager or designate shall render a decision in writing within seven (7) 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 owner-operator's** grievance, must be sent by registered mail via Dynamex 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 **owner-operator** 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 cancellation of **engagements** or suspensions shall be registered in writing within ten (10) business days from the time of the suspension 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 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 Union(s). 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 Union(s).

- 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 **(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.

c) Inside Board of Arbitration

Prior to proceeding to arbitration, any grievance may be submitted to a Joint Grievance Committee provided both parties agree and further provided the steps of the Grievance Procedure have been completed. Grievances in Ontario (or any other province by mutual agreement) may be submitted to a Joint Grievance Committee which will be governed by the Rules of Procedure as set out in the Ontario Provincial Joint Grievance Committee Schedule.

The Grievance Committee shall be composed of two (2) persons, one (1) of whom shall be a Division or other **Dynamex** manager selected by the Company, and one (1) Teamster Union official who shall be selected by the Local Union concerned.

It is understood that the **Company** will not select a **manager** from the area in which the grievance originated, nor will the **Union** select an official from the Local Union involved in the grievance, but shall be from a Local Union that is signatory this Agreement.

A decision of the Joint Grievance Committee on the disposition of a grievance shall be deemed to be the settlement of the grievance and binding on the employee, the Union and the Company. Settlements reached by the Joint Grievance Committee shall not be used as precedents. In the event the Grievance Committee is deadlocked and unable to render a decision either party may refer the grievance to **arbitration** in accordance with the Collective Agreement.

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 the Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the **terms** and provisions of the 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 in the investigation and settlement of a grievance.

6.09

All monetary grievances that are mutually agreed upon, shall be reimbursed within fifteen (15) days, either by separate cheque or, in the **alternative**, the owner-operator's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.

6.10

Any **owner-operator** 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 owner-operators.

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

Owner-operators who are discharged will have their discharge and reason confirmed in writing and their settlement will be mailed by registered mail to their last know address within ten (10) business days from the time of their contracts being cancelled. Owner-operators who terminate their engagement voluntarily shall have all monies owing them paid not later than the following settlement period.

6.14

All forms of discipline will be removed from an owner-operator's file in the following manner:

- Verbal removed in 15 months
- Written removed in 15 months
- One day suspension removed in 15 months
- More than one day suspension . . . removed in 15 months

These will be removed in accordance to the date of issuance.

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 owner-operators.

7.02

The Company acknowledges the right of the owner-operators 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 owner-operators or the Union.

7.05

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

ARTICLE 8 - SENIORITY**8.01**

- a) **Seniority** shall be terminal wide and include all owner-operators engaged at the terminal and on the terminal statement of earnings.
- b) **Seniority** Shall be the governing factor pertaining to all and any articles and ~~or~~ article covered under this **Collective** Agreement.
- c) When a ~~existing~~ contract is cancelled, or a reduction on a contract basis, the owner-operators shall ~~bump~~ within that contract by seniority. When this is completed, then 8.01(c)(i) shall ~~come~~ into **effect**.
 - i) When an ~~existing~~ run bid or ~~contract~~ is cancelled the affected **owner/operator** will have the right according to his/her seniority to bump the most junior person in that terminal or location.
- d) Any runs that become available due to the absence of an **owner/operator** for which the Company has been notified at least two weeks in advance, such absence to be at least of a weeks duration, will be posted and will be assigned to the successful bidder in order of seniority. The successful bidders run will be filled by the Company. When the person returns form their absence they will resume their original position.

8.02

The purpose of seniority is to provide a **policy** governing work preference, lay-offs and recalls. In the event of a lay-off, the Company shall consider:

- 1) the seniority of the owner-operator;
- 2) the qualifications ~~of~~ the **owner-operator**; where the qualifications are relatively equal, the owner-operator's seniority shall be the determining factor.

8.03

Seniority lists containing the name and starting date of owner-operators 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 owner-operators 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 owner-operator's responsibility at all times to keep the Company informed as to his/her correct home address.

8.04

Owner-operators shall be considered probationary until placed on the seniority list. After ninety (90) calendar days from the first day worked, the owner-operator shall be placed on the seniority list, dated accordingly. The Company must supply proof of same to establish personnel on the seniority list in accordance with the time they started.

(Anyone hired prior to ratification will fall under the old sixty (60) day probationary period.)

8.05

Owner-operators 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 owner-operators shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he/she subsequently be discharged in such a position beyond the jurisdiction of this Agreement. This article to be applied only once for any owner-operator during the term of this Agreement.

8.06

An owner-operator shall lose all seniority and will be deemed to be terminated if he/she:

- (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 owner-operator cannot be contacted or is employed elsewhere then the Company will notify the owner-operator by registered mail to his/her last known address to return to work and he/she will be allowed no more than seven (7) consecutive days from the date of notification to report for duty;
- (d) if he/she takes employment 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/her absence;
- (f) if an owner-operator is laid off and not recalled for a period extending beyond twenty-four (24) consecutive working months.

8.07

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.

- a) 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 owner-operator shall notify the Company when he/she is able to return to work.

ARTICLE 9 - TRANSFER OF COMPANY TITLE OR INTEREST AND MERGERS**9.01**

This Agreement, hereinafter referred to as "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event of 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, the Company (including partners thereof) shall be liable to the Local Union and to the owner-operators 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.

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 seniority of those owner-operators working for the acquired company will be dovetailed including those owner-operators who are off work due to sickness or injury. If the company acquiring the business or undertaking does not require all the owner-operators after the merger, lay-off will commence at the bottom of the seniority list and such owner-operators will remain on the active seniority list for the purpose of recall.

9.03 - Contracting Out and/or Sub-Contracting:

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 an owner-operator to lose work unless it is not profitable for the owner-operator to do on his/her normal split.

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) In the event of closure at some future date the senior owner-operator 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 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 all present owner-operators who are on leave of absence and all future owner-operators 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 owner-operators.

ARTICLE 11 - VEHICLES

11.01

- a) It is to the mutual advantage of both the Company and the owner-operator 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/her 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) The Company will supply a favourable rental agreement with a local company. The owner-operator will have the option of paying the rental company directly or having the charge of the rental deducted from his/her settlement. Any ownersperator having a breakdown of more than four (4) hours must rent a vehicle unless authorization is given by management not to do so. In the event management gives this authorization, the monthly base guarantee will be reduced by that day. This option will be allowed to be exercised once in the period that the guarantee covers.

An owner-operator will be required to have full insurance coverage in order to rent a vehicle. This includes full collision, third part liability, etc.

The Company will supply a portable radio or a mobile with a cigarette lighter plug for its owner-operators.

11.02

At the time the Company establishes the new Paint & Colour Policy, all new owner-operators' vehicles and any existing owner-operators' replacement or repainted vehicles must be company designated colour. All owner-operators' vehicles must be free from body damage. All existing owner-operators must paint their vehicles, at company expense, the company designated colour if so requested.

11.03

The Company will pay to have owner-operators' vehicles identified with company decals.

11.04

The Company will set standards for age and condition of vehicles.

ARTICLE 12 - MEDICAL EXAMINATIONS

12.01

Any medical examination requested by the Company, or required by law, shall be promptly complied by all owner-operators 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-operator will be reimbursed for all time required in taking the medical at the regular rate of settlement and in all cases the owner-operator 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 Transportation as it relates to drivers' licences.

12.03

No medical report shall be required by the Company for owner-operators absent three (3) days or less due to sickness.

ARTICLE 13 - GENERAL

13.01

The Company shall have the authority to allocate the work to owner-operators having due regard to seniority and qualifications.

13.02

The Company will devote its best efforts towards keeping the owner-operators fully engaged in providing services.

13.03

Owner-operators shall have the preference to work on the first five (5) consecutive days of the week.

13.04 - Job Postings

At least four (4) working days prior to filling any existing vacancy or creating a new route for any owner-operator in the bargaining unit covered by this Agreement. The designated authority shall first post the notice at the appropriate terminal in order that all owner-operators will know about the position and be able to make written application. Such notice shall contain the following information:

- * Description of the work to be undertaken
- * Qualifications
- * Hours of work
- * Amount of **settlement to be paid**
- * Approximate time spent on job where possible

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 has been posted and all applications have been given consideration. Job posting shall be limited to the owner-operators at the terminal where the vacancy occurs. No owner-operator shall successfully bid for more than two (2) posted full-time vacancies in any one (1) calendar year (January through December).

13.05

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

13.06 - Bonding

Should the Company require any owner-operator to give bond, the Premium involved shall be paid 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 within thirty (30) days, they must so notify the owner-operator in writing. Failure to so notify shall relieve the owner-operator 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/her 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 in similar classifications. Any excess premium is to be paid by the owner-operator. Owner-operators must be bondable.

13.07

No owner-operator will be allowed to represent or act on behalf of, or control, other owner-operators (one truck, one driver).

The owner-operator is permitted to substitute another driver for his/her 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 owner-operator.

13.08

Upon ratification of this Agreement, the Company and the Union shall commence quarterly labour/management meetings to be attended by company representatives, union representatives and stewards.

13.09 - 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, child, grandparents (both sides of family), uncles, aunts, common-law spouse or step-parents.

13.10

The Company shall provide a driver's room for use by owner-operators.

13.11

Any Owner-operator will have the right to refuse an attempt at a delivery if the conditions are of a safety factor or if the road has been closed by an official of the law (subject to the provisions of the Canada Labour Code Part II). Each Owner-Operator affected by this clause will receive a settlement that the Company feels is equitable. Should the Owner-Operator perceive the settlement to be inequitable, the Company and the Union agree to meet to reach a resolution.

13.12

When an existing dedicated run becomes available, the run will be posted as it was attained. After the bidding process is completed, the Company reserves the right to repost the run in its entirety should it feel its cost structure would be negatively impacted after the Company and the Union have met.

13.13

The Company agrees that any owner-operator covered under the current Collective Agreement will be able to perform other work outside of Dynamex, as long as this other work does not conflict with the discharging of his/her contract for service with Dynamex.

ARTICLE 14 - PAY PERIOD**14.01**

Settlement cutoffs will be the 15th and last day of each calendar month. Minor pay shortages in such settlement when brought to the attention of the Company will be issued on the next scheduled settlement cheque. Shortages of fifty dollars (\$50.00) or more will be paid within five (5) business days of being reported. Settlement cheques with the cut-off date being the 1st day of the month will be issued on the 15th of the month. Settlement cheques with the cut-off date being the 15th of the month will be issued on the 1st of the following month. Where the cheque issue date falls on a weekend or on a long weekend, the Company will issue the cheques on the business day before the weekend or long weekend, and date them for the Saturday. Cheques will be issued on the morning of the payday.

14.02

An owner-operator 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 - HEALTH SERVICES AND PENSION PLANS**16.01 - Health & Welfare**

The Company agrees to make the Company Health Insurance Benefits available to owner-operators on a voluntary basis providing they pay 100% of the premium or if available from an insurance company provided all owner-operators participate.

16.02 - Workers' Compensation

The Company will pay one hundred percent (100%) of the Workers' Compensation premium for each owner-operator.

ARTICLE 17 - UNIFORMS

17.01

The Company shall pay 100% of the cost of uniforms to all seniority owner/operators January to December of each year if requested or needed. Owner/Operators hired after ratification of this agreement shall be required to a 60% Company, 40% owner/operator cost split. The uniform shall consist of the following:

Drivers:

- * 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).

The Company agrees to have the women fitted properly for their uniforms.

17.02

Short pants may be substituted for long pants at the request of the owner-operator.

ARTICLE 18 - INSURANCES AND LICENCES

18.01

The Company will provide cargo insurance to the owner-operator at the Company's expense, a certificate of which shall be provided to the owner-operator.

18.02

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

18.03

- a) Effective January 1, 1990, owner-operators shall be entitled to participate in a Vehicle Maintenance Program in conjunction with Canadian Tire Corporation, provided the owner-operator has a satisfactory credit rating.
- b) The Company assumes no cost or liability whatsoever for the Vehicle Maintenance Program and the continuation of availability of such program shall rest solely with Canadian Tire Corporation.

ARTICLE 19 - RADIOS

19.01

The Company shall supply the owner-operators with communication equipment at a monthly cost of forty (\$40.00) dollars and the owner-operator will reimburse the Company for the cost of installation(s). Maintenance of the communication equipment will be at the Company's expense, except when the maintenance results from misuse by the owner-operator.

19.02 - Radios Lost, Stolen or Damaged

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

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

ARTICLE 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 settlement without the express written approval of the Union:

(D) Drivers

20.02 - Wage Schedule

Effective the date of ratification of this Agreement, the following rates shall apply to all owner-operators contracted:

Same Day Messenger:

Old Revenue	60%
New Revenue	60%
New Hires	60%

Distribution Revenue:

Old Revenue	60%
New Revenue	60%
New Hires	60%

Overnight Revenue/Pick-Up:**Pick-Up Pay Out**

\$2.50 per waybill - for 1st waybill per stop
 \$1.25 for each additional waybill

The Company reserves the right to substitute at normal Same Day Messenger Rates as an alternative to the above.

Tariffs

Once per month, the Company agrees to provide each steward and the Local Union with a copy of the current tariff rates.

Swap Rate Adjustment

All charges per current price schedule with base rate paid up to and including 20 km, by PC Miler. Beyond 20 km the existing km rate per customer shall apply.

Direct Drive Rate (Based on PC Miler)

- i) Dynamex - Minimum of 48¢/km
- ii) Purolator - Minimum of 63¢/km
 (Based on current Purolator Tariff Structure. Rates subject to change should Purolator tariff change.)

Fuel Surcharge

Company and Union agree to meet to discuss a settlement rate for all owner-operators when fuel reaches 75¢ per litre, when consecutive for three (3) weeks.

Canadian Tire Adjustments (Excludes Fuel Surcharge)

	<i>Per Day</i>
Chatham	\$ 8.58
North	\$ 9.95
Stratford 6:00 a.m. } Stratford 10:15 a.m. } Stratford 1:00 p.m. }	\$ 9.01
Samia	\$ 10.89
	<i>Per Week</i>
Saturday Long Runs	\$ 4.54

Signing Bonus:

Each owner/operator who has seniority upon ratification shall receive a signing bonus of **\$700.00**.

- a) \$400.00 shall be paid to each owner-operator by the end of the following month of ratification.
- b) \$300.00 shall be paid to each owner-operator payable March 15, 2002.

20.03

All parties understand that certain existing routes on contracts were and continue to be subsidized by the Company, in that the owner-operator receives substantially more than the norm in terms of the percentage pay-out in order to ensure that he is fairly compensated for the miles and hours involved on any given route. All parties further understand that where the Company is successful in adding supplementary work (pick-up/delivery) to the existing routes that driver participation in the new revenue will be proportionate to the additional workload. (ie: If a piece of new work adds 15 minutes of work onto a driver's route, the driver will be compensated for the extra 15 minutes work.)

20.04

The Company agrees to provide tariff schedules to all owner-operators who so request.

20.05 -Waiting Time (Border Crossings)

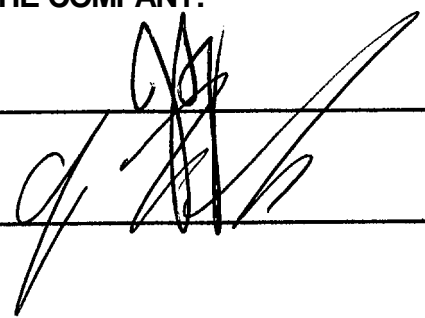
Tariff rate sheets will be amended to reflect the current practice of paying waiting time on On-Demand work delayed at customs where the owner-operator is not negligent.

ARTICLE 21 - DURATION OF AGREEMENT

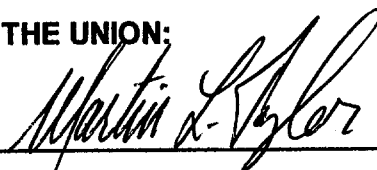
This Agreement shall continue in effect from July 1, 2001, until ~~December 31, 2002~~, and shall continue automatically thereafter for annual periods of one (1) **year each unless either party** notifies the other in writing within a period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate it.

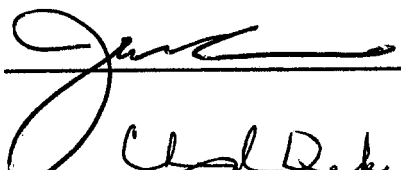
Signed at LONDON, Ontario, this 15th day of NOVEMBER, 2001.


FOR THE COMPANY:




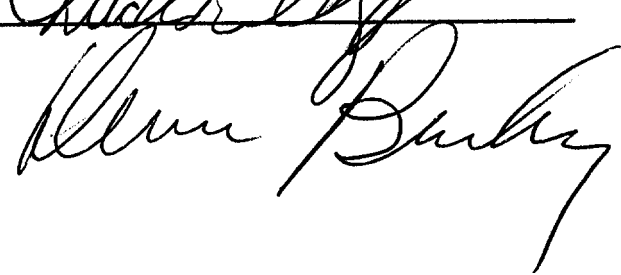
FOR THE UNION:











ARTICLE 22 - LEAD HANDS

A "lead hand" shall be defined as a person who will perform work and direct the work of other owner-operators within the department only and he shall be a Union member. He shall not have the authority to engage, cancel the contract of, or penalize. He may relay operational instructions from management to owner-operators only in the geographical region where he is working.

A lead hand shall not enjoy preferential treatment if he is subject to layoff. He will be laid off in accordance with his Company's seniority regardless of his lead hand qualifications.

When lead hands are to be appointed by management, a bid will be posted and the lead hand will be selected according to qualifications and seniority. However, it will be the sole responsibility of management to make the final selection provided that when qualifications are equal, the senior person will be given preference.

Lead Hand Rates

Windsor	\$40.00 per day
Chatham	\$35.00 per day
Sarnia	\$35.00 per day

LETTER OF UNDERSTANDING#1

between

DYNAMEX

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
Affiliated with the International Brotherhood of Teamsters**

Re: Job Postings

The Company and the Union agree that any new or present work that comes available, the shop Stewards will be notified by the Branch Manager as to the nature of the posting.

It will be the responsibility of the **owner/operator** to advise the Steward regarding their choice of the work in question and the steward will then **sign** on their behalf for their job preference. These jobs will be then assigned by order of **seniority**.

FOR THE COMPANY:

John Hickey
Quinn Feunekes

FOR THE UNION:

Martin L. Taylor
Jim Evans
Dave Maddalena
Ted Dea

LETTER OF UNDERSTANDING #2
(To form part of the Collective Agreement)

between

DYNAMEX
(The Company)

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
(The Union)

Re: Owner - Operator Contracts or Conditions of Employment

Nothing in these forms will override or supersede the current Collective Agreement.

Nothing in these forms will not take away the rights of any owner-operator to the grievance procedure.

Nothing in these forms will be used in the future pertaining to a specific grievance or arbitration.

Any owner-operator who has previously signed or has in their possession will not have to re-sign these forms.

FOR THE COMPANY

John Hickey
Quinn Feunekes

FOR THE UNION:

Martin L. Taylor
Jim Evans
Dave Maddalena
Ted Dea

**LETTER OF UNDERSTANDING#3
(To form part of the Collective Agreement)**

between

DYNAMEX

(Hereinafter referred to as the "Company")

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141**

Affiliated with the International Brotherhood of Teamsters

(Hereinafter referred to as the "Union")

Re: Ed Wright and Wayne Devine

Ed Wright will only drive and perform duties for Dynamex Express, "one truck, one driver".

There will be no use of a van to perform duties that the regular owner/operators perform on a daily basis or bid basis.

Wayne Devine will pay union dues according to the Collective Agreement.

The work performed by Ed Wright and Wayne Devine will be restricted to:

- a) Line Haul work.
- b) Detroit Diesel early a.m. Sunday to Thursday or five (5) consecutive days in a row.
- c) Day work, on call, or emergency basis in the five (5) tonne or tractor only.

Wayne Devine seniority will be September 1, 1998 and if in the event that Wayne declines work with Ed Wright or if Ed Wright declines his ownership of these two (2) vehicles, Wayne Devine will ~~dove-fail~~ his seniority to the regular owner/operators to use his seniority to bid on new work only.

If in the event Wayne Devine removes himself from this arrangement the Company and the Union will meet to make an earnest effort to discuss the concerns to all parties concerned.

SIGNED this 30th Day of December, 1998.

FOR THE COMPANY:

Quinn Feunekes
John Hickey

FOR THE UNION:

Ted Dea
Dave Maddalena
Jim Evans
Martin L. Taylor

**LETTER OF UNDERSTANDING #4
(To form part of the Collective Agreement)**

between

DYNAMEX

(Hereinafter referred to as the "Company")

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141**

Affiliated with the International Brotherhood of Teamsters

(Hereinafter referred to as the "Union")

Re: Drivers-Partner; Line Haul; CVOR Class

Any owner/operator that operates a CVOR class vehicle has the right to create a Driver-Partner within Dynamex. This concept is allowed because both the Union and the Company acknowledge the necessity of CVOR class vehicles to operate as many hours a day as possible in order to be profitable.

- 1) Each Driver-Partner will be included on the seniority list, clearly indicating both the primary driver and the partner. (ie. JOHN DOE/David Smith)
- 2) Each person of the Driver-Partner will pay union dues according to the Collective Agreement and be deducted from the primary driver (owner of the CVOR Class vehicle).
- 3a) The owner of the tractor and trailer, or CVOR Class vehicles, will be considered as the person holding the seniority for bidding rights for (line haul) dock level work only.
- 3b) All time worked by the partner of Driver-Partner will accrue towards seniority only. No other benefits of the Collective Agreement will apply as these persons will be the sole responsibility of the owner/operator that owns the CVOR Class equipment.
- 4) These teams will only perform dock level loads that the current owner/operators can not fit or be physically performed by the owner/operators equipment (vans).
- 5 a) If in the event the team is abolished, sells his equipment to buy a van, the person holding the seniority can dove-tail his/her seniority to the owner/operator (van) classification and only bid on new available work.

Letter of Understanding #4 Cont'd...

- 5 b) **These teams will be limited to performing work in one vehicle only. If a second vehicle is introduced, the team arrangement for these brokers will cease and will revert back to the individual rules.**

SIGNED this 6th day of January, 1999.

FOR THE COMPANY:

**Quinn Feunekes
John Hickey**

FOR THE UNION:

**Martin L. Taylor
James Evans
Ted Dea
Dennis Bushey**

**LETTER OF UNDERSTANDING #5
(To form part of the Collective Agreement)**

between

DYNAMEX

(Hereinafter referred to as the "Company")

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141**

Affiliated with the International Brotherhood of Teamsters

(Hereinafter referred to as the "Union")

**Pay Periods for All Owner/Operators
Covered under the Collective Agreement in the London Area**

Settlement cheques with the cut-off date being the 15th of the month will be issued on the last day of that calendar month.

DATED at London, Ontario this 9th day of November 1999.

FOR THE COMPANY:

John Hickey
Quinn Feunekes

FOR THE UNION:

Martin L. Taylor
Ted Dea
James Evans
Dave Maddalena
Dennis Bushey

LETTER OF UNDERSTANDING#6
(To form part of the Collective Agreement)

between

DYNAMEX EXPRESS
(The Company)

and

TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
(The Union)

Corporate Express and Ed Smith
New Work to the London Terminal

- (a) Mr. Ed Smith will be shown on the Seniority List as a new hire according to Article 8 of the Collective Agreement, and all other articles of the Collective Agreement will apply.
- (b) Once Mr. Ed Smith has gained his seniority, he will not be allowed to bid on new work.
- (c) The work that has been acquired by Dynamex Express along with Mr. Smith will be shown clearly on a City of London map and the boundaries will be set for as long as Mr. Smith is performing this work.
- (d) If for any reason Mr. Smith forfeits this work or arrangement, the assigned work will be firstly discussed by the Company and the Union to see how this work will be posted for bid according to the Collective Agreement. At this point, Mr. Smith can use his accrued seniority to bid on new work.
- (e) It is also understood that any work whatsoever outside of the boundaries will be offered to London domiciled owner/operators according to the Collective Agreement.
- (f) It is also understood that the Company will supply to the Local Union's office, to the attention of the Business Agent, a driver daily summary report on Mr. Smith for each month.
- (g) Map attached.

SIGNED at **London**, Ontario, this **31st** day of January, 2000.

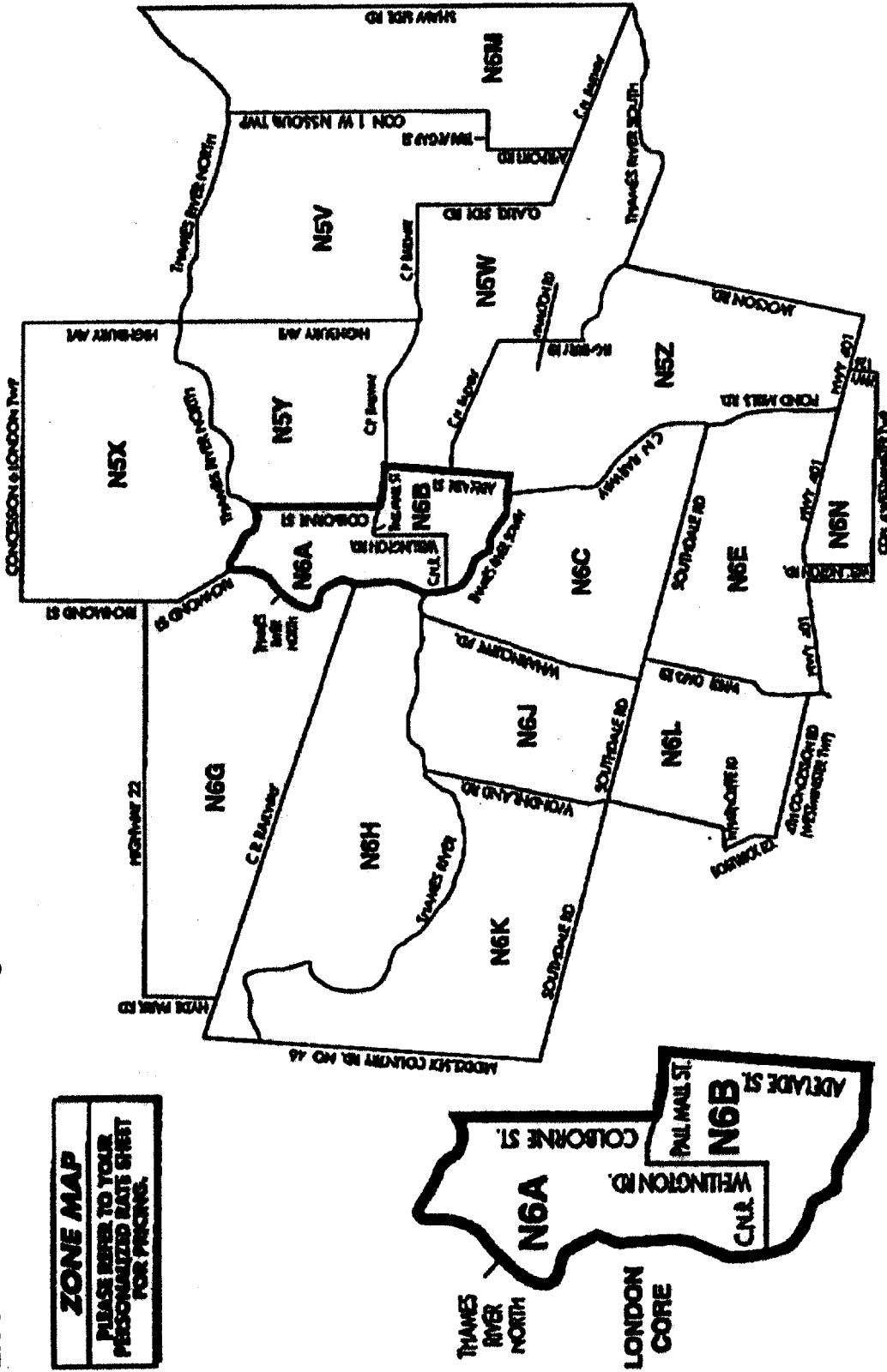
FOR THE COMPANY:

Quinn Feunekes

FOR THE UNION:

Martin L. Taylor
Ted Dea
Dave Maddalena
Jim Evans
Dennis Bushey

ZONE MAP
 PLEASE REFER TO YOUR
 PERSONALIZED RATE SHEET
 FOR PRICING.



LETTER OF UNDERSTANDING #7
(To form part of the Collective Agreement)

between

DYNAMEX
(The Company)

and

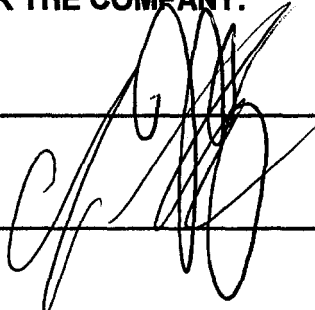
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
(The Union)

Re: New or Additional Work

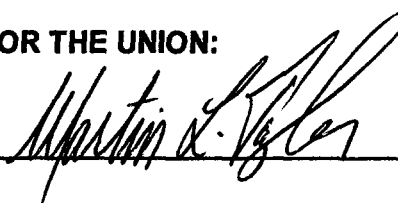
The parties agree that new or additional work should be economically viable for owner-operators. At the same time, the parties recognize that not all new or additional work when viewed in isolation may in fact be so. Concerns regarding such work may be referred to the Labour-Management Committee for review. This provision shall not apply to bid work.

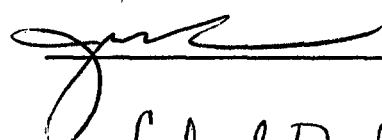
Signed at LONDON, Ontario, this 15th day of NOVEMBER 2001.

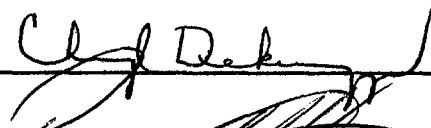
FOR THE COMPANY:




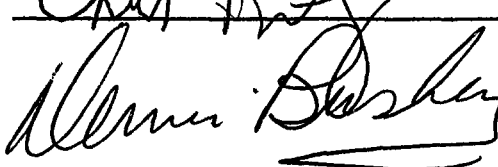
FOR THE UNION:











LETTER OF UNDERSTANDING #8
(To form part of the Collective Agreement)

between

DYNAMEX
(The Company)

and

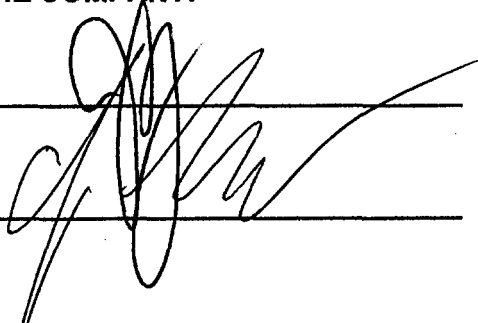
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
(The Union)

Re: If Scheduled Work Becomes Available

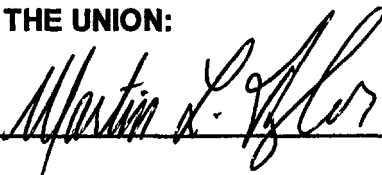
If scheduled work becomes available in Windsor, Chatham and/or Sarnia on a day-to-day basis, the work will be offered in its entirety by seniority, availability and qualifications. If this work cannot be completed in its entirety by one owner-operator, the work will be divided into its components and offered by seniority, availability and qualifications as long as the customers' requirements are being met with the least negative impact possible. The Company and the Union agree to review this Letter of Understanding twice a year to discuss the operational impact and agree to make changes where/when necessary.

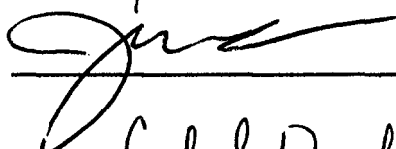
Signed at LONDON, Ontario, this 15th day of NOVEMBER, 2001.

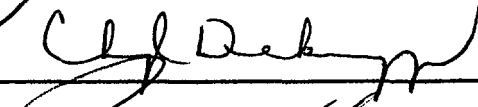
FOR THE COMPANY:

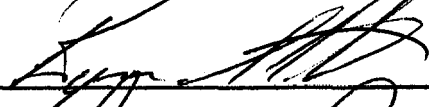


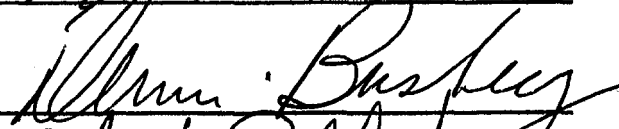
FOR THE UNION:

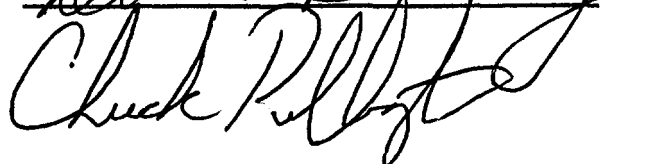












LETTER OF UNDERSTANDING#9
(To form part of the Collective Agreement)

between

DYNAMEX
(The Company)

and

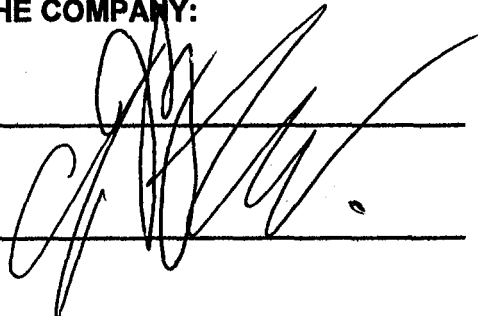
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS
LOCAL UNION NO. 141
(The Union)

Re: Banks

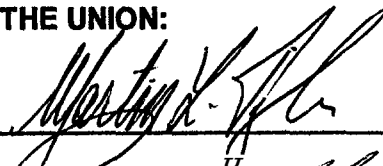
The parties understand that the Company will be entering into discussions with the banks in an effort to secure higher route payments for the owner-operators. The Union will be kept informed, on a confidential basis, of the progress of these discussions.


Signed at LONDON, Ontario, this 15th day of NOVEMBER, 2001.

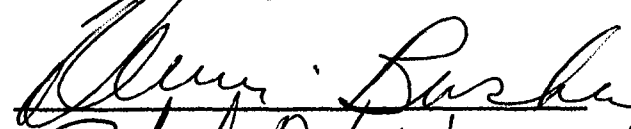
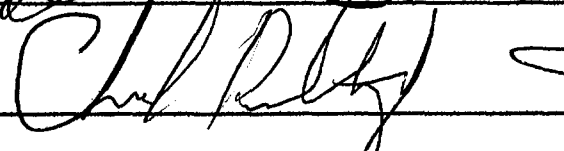
FOR THE COMPANY:

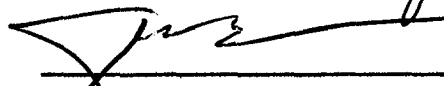



FOR THE UNION:









IT IS THE RESPONSIBILITY OF EACH MEMBER OF THE TEAMSTERS UNION TO TAKE OUT A WITHDRAWAL IF YOU ARE ABSENT FROM WORK FOR ANY REASON.

A withdrawal exempts you from paying dues and retains you as a member in good standing.

If you are not working due to sickness, lay-off, etc., notify the Union Office and obtain your withdrawal card.

Withdrawals must be applied for within thirty (30) days of your continuous absence from work. Failure to apply may obligate your paying back dues and/or a reinstatement fee.