

**COLLECTIVE AGREEMENT**



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Between

**DYNAMEX CANADA CORP.**

hereinafter referred to as the "Company"

and

**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS LOCAL UNION NO.'s 141 and 880**  
Affiliated with the International Brotherhood of Teamsters

hereinafter referred to as the "Union"

**APRIL 1, 2003 to MARCH 31, 2006**

12040(03)

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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 **April 1, 2003 to March 31, 2006**.

### 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.

**5.07**

**The members of the negotiating committee** will be paid **80%** of their average daily settlement, **by the Company**, for time at the negotiating table.

**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.
- b) All requests for time off will be submitted to the Company **designate(s)** in writing or by e-mail. If the Company has not responded to a request within four (4) business days, the request for time off shall be automatically granted.

**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 owner-operator 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**

a) 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).

- b) The Company agrees that award of the position will be posted within seven (7) days to inform the owner-operator who has received the posting.

### 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.

**13.14**

For the purpose of investigating grievances the Company shall provide the Union access to its list of accounts while accompanied by a company designate.

**13.15**

All work will be posted as per the previous sections of this article if the settlement is equal to or greater than \$10.00 per day

**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.

**15.02**

The Joint Health and Safety Committee minutes, from their **monthly meetings, shall be posted** on the union bulletin board,

**ARTICLE 16 - HEALTH SERVICES AND PENSION PLANS****16.01 - Health & Welfare**

The Company agrees to make a Health Benefit Plan available to owner-operators on a voluntary basis providing the owner-operators pay 100% of the premiums. The Company has no control over the cost of such premiums.

**16.02 - Workplace Safety and Insurance Board (WSIB)**

The Company will pay one hundred percent (100%) of the Workplace Safety and Insurance Board (WSIB) 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
- \* two (2) sweatshirts; and
- \* one (1) winter jacket consisting of a three-way 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 add the owner-operators to the Dvnamex Cargo Insurance Policy to protect the owner-operators while operating on behalf of the Company.

**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%
<b>1 - 2 years</b>	<b>80%</b>
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:

- (1) 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%
<b>New Hires</b>	<b>60%</b>

**Distribution Revenue:**

Old Revenue	60%
New Revenue	60%
<b>New Hires</b>	<b>60%</b>

**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**

The Company will introduce a fuel surcharge to its customers based on the following formula once fuel reaches \$0.66 per litre. The owner-operators will receive their percentage of the fuel surcharge paid by the customer.

Base	\$0.63 - 0.659
1%	\$0.66 - 0.689
2%	\$0.69 - 0.719
3%	\$0.72 - 0.749
4%	\$0.75 - 0.779
5%	\$0.78 - 0.809
6%	\$0.81 - 0.839
7%	\$0.84 - 0.869
8%	\$0.87 - 0.899

The above chart is a guideline and the rate that the customer pays could vary.

**Fuel Cards**

Fuel cards are optional, if available.

**Canadian fire Adjustments (Excludes Fuel Surcharge)**

	<b>Per Day</b>
Chatham	\$ 8.58
North	\$ 9.95
Stratford 6:00 a.m. Stratford 10:15 a.m. Stratford 1:00 p.m. }	\$ 9.01
Sarnia	\$ 10.89
	<b>Per Week</b>
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.

**20.06**

The Company agrees that the owner-operators will share in all general tariff increases to the customer base during the term of the Collective Agreement, unless otherwise mutually agreed. The Company also agrees that all owner-operators currently operating under the Collective Agreement who perform duties for the Regional Courier Working Group (PCWG) will receive a 2% increase effective June 1, 2003, and a 2% increase effective June 1, 2004.

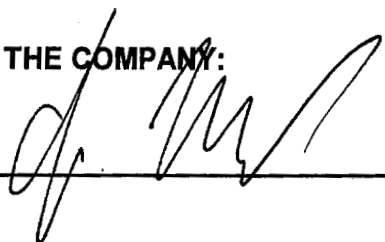


**ARTICLE 21 - DURATION OF AGREEMENT**

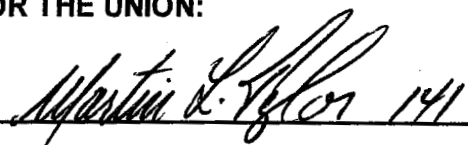
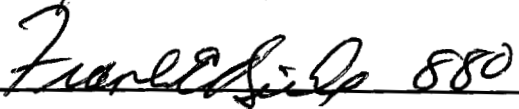
This Agreement shall continue in effect from April 1, 2003, to March 31, 2006, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate it.

Signed at London, Ontario, this 16<sup>th</sup> day of September, 2003.

**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

## ARTICLE 23 - RATE COMMITTEE

### 23.01

The Company acknowledges that the assistance of the Union in determining rates charged to customers is invaluable and welcomes such support. With this spirit of cooperation as a basis, a joint committee of three (3) representatives of the Company and three (3) from the bargaining unit shall be formed immediately. This joint committee shall meet monthly and at such additional other times as shall be agreed upon by this committee to review the rates charged to customers by the Company. The committee shall consider all rate change proposals made by the bargaining unit. Increased operating costs 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. However, 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 members of the committee at the next meeting of the committee or sooner as the Company so desires.

The parties acknowledge that certain individual calls if required to be serviced in isolation may result in an inadequate return to an owner-operator being required to service it. Accordingly, the company dispatcher shall whenever possible use his best efforts to combine other calls with such a single call in order to compensate for such situation. The dispatchers will be obligated by the Company to rotate such calls fairly among the pool of drivers normally servicing such accounts so that no contractor shall be obliged to do all such calls, unless he exclusively services such client, and that the owner-operators agree that they will not refuse to handle such calls.

It is hereby understood and agreed that the provisions of this Article in no way modify or limit the Company's rights as set forth in Article 7.02, and it is distinctly understood and agreed that regardless of any other provision of this Agreement, the Company has the absolute right to fix such rates with its customers as it desires.

**LETTER OF UNDERSTANDING #1**

between

**DYNAMEX**

and

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

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**Re: Job Postings**

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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)

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**Re: Owner - Operator Contracts or Conditions of Employment**

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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-tail 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 30<sup>th</sup> 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")

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**Re: Drivers-Partner; Line Haul; CVOR Class**

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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 **6<sup>th</sup>** 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 15<sup>th</sup> 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 acquired 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**.

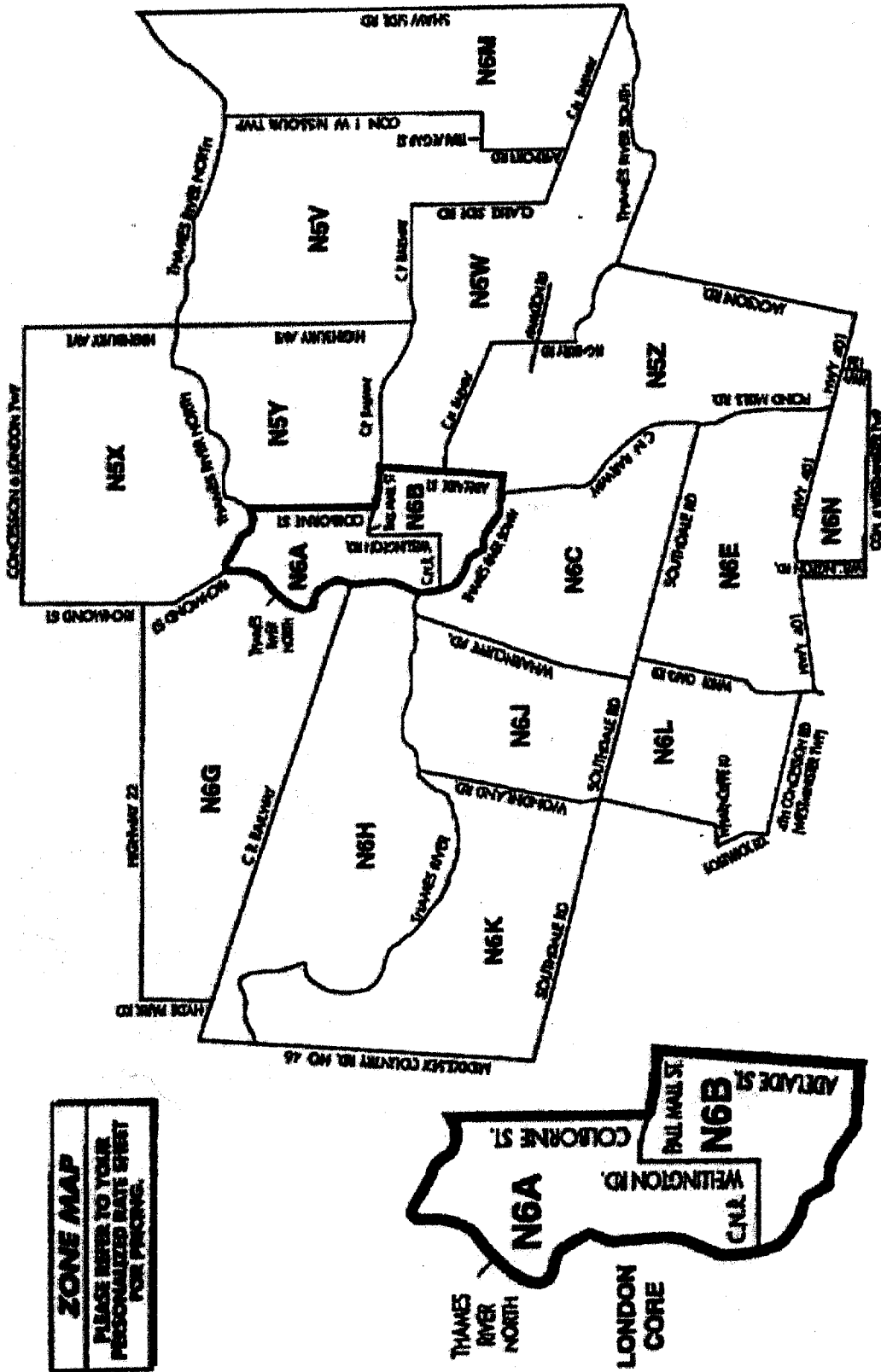
**FOR THE COMPANY:**

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)

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**Re: New or Additional Work**

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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:**

John Hickey  
 Quinn Feunekes

**FOR THE UNION:**

Martin L. Taylor  
 Jim Evans  
 Cheryl DeKeyzer  
 Byron Stubbs  
 Chuck Pilkington  
 Dennis Bushey

**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)

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**Re: If Scheduled Work Becomes Available**

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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:**

John Hickey  
Quinn Feunekes

**FOR THE UNION:**

**Martin L.** Taylor  
Jim Evans  
Cheryl DeKeyzer  
Byron Stubbs  
Dennis Bushey  
Chuck Pilkington

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

between

**DYNAMEX**  
 (The Company)

and

RECEIVED  
 JAN 31 2006

**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:**

~~John Hickey  
 Quinn Feunekes~~

**FOR THE UNION:**

Martin L. Taylor  
 Byron Stubbs  
 Dennis Bushey  
 Chuck Pilkington  
 Jim Evans  
 Cheryl DeKeyzer

**LETTER OF UNDERSTANDING#10**  
(To form part of the Collective Agreement)

between

**Dynamex Express**  
(The Company)

and

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

---

**Re: After-Hours Clarification**

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Both the Company and the Union agree that the after-hours are between 6:00p.m. and 6:00a.m., Monday to Friday, and 6:00p.m. Friday to 6:00a.m. Monday, unless it is posted or scheduled work.

**FOR THE COMPANY:**

John Hickey  
Quinn Feunekes

**FOR THE UNION:**

Martin L. Taylor  
Cheryl DeKeyzer  
Byron Stubbs  
Jim Evans  
Dennis Bushey

RECEIVED  
JAN 11 2005

**LETTER OF UNDERSTANDING#11**  
**(To form part of the Collective Agreement)**

between

**Dynamex Express**  
 (The Company)

and

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

**Re: Backup Driver Information Form**

As per Collective Agreement (13.07):

*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.*

With this in mind..

...the use of a backup driver by a broker has always been an integral part of our operation. A backup driver is defined, as someone who OCCASIONALLY does the work for an owner-operator that is unable to take care of his/her regular route(s) on a particular day. This does not mean that work can be assigned to a backup driver while the owner-operator performs other work for Dynamex. The backup driver must perform the work in the owner-operator's vehicle.

Short-term Absences Due to Physical Restrictions

If an owner-operator suffers from a physical restriction (supported by a Physician) that causes him/her to be unable to perform part or all of their regular route(s), a backup driver can be used on a ON A TEMPORARY BASIS to cover their regular route. The backup driver must however, perform these duties with the owner-operator's vehicle, as this will allow the owner-operator to offset their fixed vehicle costs during his/her absence. Requests for such an absence will not be granted until it is submitted in writing to both the Local Union and the Company, and is mutually agreed upon in writing. As mentioned above, the payment to the individual remains the responsibility of the owner-operator.

If the owner-operator chooses not to exercise the above option the following will be exercised as per Article 8.01 (d) in the Collective Agreement: Any runs that become available due to the absence of an owner-operator will be posted and assigned to the successful bidder in order of seniority. The successful bidder's run will be filled by the company. When the person returns from their absence, they will resume their original position.

If you have any questions regarding this information, please feel free to speak with either me or your Union Steward.

**Letter of Understanding#11  
Continued..**

**FOR THE COMPANY:**

John Hickey  
Quinn Feunekes

**FOR THE UNION:**

Martin L. Taylor  
Cheryl DeKeyzer  
Byron Stubbs  
Jim Evans  
Dennis Bushey



## Backup Driver Information Form

Date: \_\_\_\_\_ Broker#: \_\_\_\_\_

Broker Name: \_\_\_\_\_

Broker  
Signature: \_\_\_\_\_  
\_\_\_\_\_

I would like to request that the following person be approved as my backup driver:

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**Phone**  
Number: \_\_\_\_\_  
\_\_\_\_\_

A Current Driver's abstract and a copy of driver's license (both sides) must be attached. After November 30, 2000, a criminal search **will also be** required for all additional backup drivers.

Approved By: \_\_\_\_\_

Signature: \_\_\_\_\_

**Date:** \_\_\_\_\_  
\_\_\_\_\_

**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.

**I**f 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.

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