

COLLECTIVE AGREEMENT

Between

**DYNAMEX EXPRESS INC.
and its
FLEET SERVICES DIVISION**

(Hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL, UNION 938

(Hereinafter referred to as the "Union")

Expiry: February 6, 2002

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ARTICLE 1 - PREAMBLE & RECOGNITION

1.01 The **Company** does hereby recognize the Union as the **sole and exclusive bargaining agent** for **all** **Dependent Contractors** contracted by the **Company** **at and from any** dedicated **fleet services customer** account established by the **Company** within the Local Union's **jurisdiction**, including **shippers** and **loaders**, 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".

1.02 The term "Dependent Contractor" shall mean all **Owner-Operators** (from 1.01) and any and all **Owner-Operators shall**, as a condition of their **engagement**, be subject to this **Agreement** and shall enter **into** individual **contracts**, the terms of which may expand but **not conflict** with the terms of this **Agreement**.

1.03 The effective **date** of this **Agreement** shall be **from February 7, 1999** until February 6, 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**.

1.04 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 come **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-opeator** **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.

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 **Fleet Services** 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 mounts 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 settlement 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 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 checkoff sheet for whom a remittance is not made for any reason.
- (d) The checkoff and cheques for the Union dues deducted, must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the checkoff and the cheques have not arrived by the tenth (10th) day of the month, the Local Union Secretary - Treasurer will, by Registered Mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.
- (e) The deduction of Union dues shall be made from every Owner-Operator including, but not limited to, probationary Owner-Operators.
- (f) The Company shall show the yearly Union monthly dues deductions on Owner-Operators' Statement of Settlement.

2.05 The Company shall distribute to each Owner-Operator the Union provided copy of the Fleet Services Agreement.

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, temporarily discharge or suspend the Owner-Operators contract;
- (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 the Company.

3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. This clause shall not deprive 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/she does not interfere with the normal operation of the Company.

ARTICLE 5 - STEWARDS

5.01 The Company acknowledges the right of the Union to appoint one (1) Steward and if the operations are such as cannot be covered by the one (1) Steward, additional Stewards may be appointed.

- 5.02** (a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his/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 or courier delivery, immediately** following the **suspension or cancellation of a Steward's contract**. Failure of **the Company** to comply with **this procedure shall** render the dismissal or **suspension null and void**
- 5.05** For the purpose of temporary and **permanent discharge and job postings**, the Steward **shall be established on the seniority list as "second man"**. In a customer **account where there is more than one (1) 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**,

ARTICLE 6 - GRIEVANCE PROCEDURE & ARBITRATION

- 6.01 (a)** **Business** days will be considered as **Monday to Friday**, excepting statutory holidays, 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**.
- 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 Steward and/or Business Representative may accompany the griever.**
- 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 Inc. 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-Operators** 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** griever 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 griever fail** to **reach** a satisfactory settlement, the **grievance** may be submitted to a **Board of Arbitration** as outlined in **Article 6.05 (a)** or **Article 6.05 (b)**.
- 6.04** It shall be **the responsibility** of the party desiring arbitration to **so inform** the other party in **writing** in **the case of a grievance** within **thirty (30) calendar days** **after the final** disposition of **the grievance** in **the preceding steps**.
- 6.05** Should the parties fail to **reach** satisfactory settlement in **the preceding steps**, **the final settlement** of **the grievance** may be submitted to an Arbitration Board as outlined **below**. Before **submitting the grievance** to Arbitration, the dispute **shall**, if requested by **the grieving party** and in accordance with **the procedures** outlined in this Section, be brought to the **attention** of a Joint Grievance Committee established for this purpose by **the Company** and by the Local **Unions**. The Joint Grievance Committee will **render** a decision unless it is **deadlocked** which **shall be final and binding** and have **the same judicial powers** as a Board of Arbitration established under the following provisions. The Joint **Grievance Committee** shall be comprised of **two (2) persons**, one **(1)** of whom shall be selected **from Management** and one **(1)** **from the Local Unions**.
- (a) In any individual case, **the parties may**, by mutual **agreement**, agree upon a **single arbitrator** in place of an Arbitration Board, which arbitrator will have **the same powers as those** of an Arbitration Board.
- (b) A notice of intent to arbitrate under **the foregoing provision** shall contain the **name** of **the aggrieved party's** appointee to the Board of Arbitration and within **seven (7) business days** **from the receipt** of the notice of intent to arbitrate the other party must, **in turn**, name **their** appointee. A third **(3rd) member** to **act as Chairman** shall be appointed by the **respective appointees**. Should either party **fail** to **name their appointee** within **the required seven (7) business days** or should the **appointees** fail to select a **Chairman** within **thirty (30) calendar days** from the date of their appointment, either party or **their appointee** shall request the Federal Minister of Labour to make **the appropriate appointment**.
- 6.06** The Board of Arbitration shall not have **the right** to alter or change any provisions in this Agreement or substitute any **new provisions** in this Agreement or substitute any **new provisions in lieu thereof**, or to **give any decision inconsistent with** the terms and **provisions** of this Agreement. The Board, however, shall have the power to vary or **set aside** any **penalty or discipline imposed** relating to the grievance then before the Board.

- 6.07 Each of the parties hereto, **will bear** the expense of their appointee to the **Board** and the parties **will** equally bear the fees and expenses of the **Chairman**.
- 6.08 The Company shall not be **responsible** for the payment of time **used** by an **Owner-Operator** in the investigation **and** settlement of a grievance.
- 6.09 **All monetary grievances that are mutually agreed upon, shall be reimbursed** the following settlement **period**, 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 The Union shall have the right to file a **policy grievance on** behalf of **all Owner-Operators**.
- 6.11 **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**.
- 6.12 **Owner-Operators** who have their **contract** cancelled will have their **cancellation** and reason **confirmed** in writing and their settlement will be mailed by **Registered Mail** to their last **known address** within **ten (10) business days from** the time of their contract being cancelled. **Owner-Operators** who cancel their contract voluntarily shall have all monies **owing** them paid not later than the following settlement **period** and after **all Company property has been returned**.

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 bargaining unit-wide ("bargaining unit seniority"). The Company shall also maintain a seniority list for each of its Dedicated Fleet Customer accounts which shall include all Owner-Operators engaged at that Account ("account seniority").
- (b)** Two (2) separate seniority lists will be provided to the Union and Steward, one overall seniority list for all Owner-Operators operating under the Fleet Services Agreement and one (1) seniority list for each Dedicated Fleet Customer Account being Serviced by Dynamex Owner-Operators.
- (c)** When a new job becomes available at a Dedicated Fleet Customer account, the job shall be offered first by account seniority to those Owner-Operators working in that account. If the position is not filled by the above process, then it will be offered by bargaining unit seniority to other Owner-Operators in the bargaining Unit i.e. other Owner-Operators governed by the Fleet Services Agreement. If the job is not then filled, it will be offered by seniority to Owner-Operators from the Dynamex Messenger Agreement. Only if the job is not then filled will the Company be able to hire a new Owner-Operator. Successful applicants must possess the necessary equipment and qualifications to perform the contract.
- (d)** If an Owner-Operator from the Dynamex Messenger Agreement bids for a posted position at a Dedicated Fleet Customer account, he/she will go to the bottom of the account seniority list of the Fleet Services Agreement. However, he shall maintain his/her service date.

8.02 The purpose of seniority is to provide a policy governing work preference, temporary contract cancellation and recalls. In the event of a temporary Contract cancellation, the Company shall consider:

- (1) the seniority of the Owner-Operator;
- (2) the suitability of the Owner Operator's equipment and the qualifications of the Owner-Operator, except where these are relatively equal, the Owner-Operator's seniority shall be the determining factor.

For purposes of clarification, and Owner-Operator whose contract is Cancelled and who qualifies under this Section may displace the most junior Owner-Operator engaged at the Customer account.

8.03 seniority lists containing the names and starting date of Owner-Operators will be posted every six (6) months, with a copy to the Steward and Business Representative. A seniority list containing the names and address of Owner-Operators will be forwarded to the Union annually during the month of September of each year.

It shall be the **Owner-Operatots** responsibility **at** all times to keep the **Company** **informed** as to his/her correct home address.

8.04 New **Owner-Operators** shall be considered probationary until placed on the bargaining **Unit seniority** list following sixty **(60)** calendar days from the day first worked.

8.05 An **Owner-Operator** shall lose all seniority and will be deemed to have his/her contract cancelled if he/she:

- a) voluntarily cancels **contract;**
- b) justifiably **has** his/her contract cancelled;
- c) **has** his/her contract temporarily cancelled **and** fails to **return to his/her** contract within twenty-four (24) **hours** of personal contact if not contracted elsewhere, or fails to return to his/her contract within seven (7) calendar **day** of the date of a **Registered Letter** to his/her last known address in all other circumstances;
- d) accepts a contract other **than that** declared as the basis for a leave of **absence;**
- e) is **absent** for **more** than three (3) **days** without permission from the Company;
- f) **has his/her** contract temporarily cancelled **and** is not recalled for **more than** twenty-four **(24)** consecutive months.

8.06 Absence due to **bona fide** illness or **injury** up to twelve (12) **weeks** shall not be cause for contract cancellation or loss of **seniority** provided the **Owner-Operator** notifies the Company of such illness or injury **and** of the date he/she is able to return to his/her contract.

8.07 (a) **in the event that the** Company loses a **fleet services customer** account, or if a **reduction** of the number of **Owner-Operators** **at an account** causes the temporary or permanent cancellation of an **Owner-Operator's** contract, or if any **other** circumstance causes a temporary or permanent cancellation of an **Owner-Operator's** contract, the Company shall **offer** such Dependent Contractors any available contracts **at other** Dedicated Fleet Services accounts. The Company will engage laid-off **Owner-Operators** by bargaining **unit** before any new **Owner-Operator** is engaged.

(b) If a laid-off **Owner-Operator** does not have the **qualifications** and equipment necessary for the **performance** of an available contract, he/she shall have a reasonable time **period** within which he/she can **acquire** such qualifications and equipment.

- (c) If an Owner-Operator accepts a contract in another Dedicated Fleet Customer account, he/she shall retain his bargaining unit seniority but shall be placed at the bottom of the account seniority list for that Dedicated Fleet Customer account.

Nothing in this Section shall prevent the Company from offering and the Owner- Operator from accepting a temporary contract at a Dedicated Fleet Customer account while his contract is temporarily cancelled due to a shortage of work

8.08 Contracting Out and/or Subcontracting

Effective with the signing of this Agreement, the Company agrees to protect existing bargaining unit work. There will be no contracting out or subcontracting to a Broker/Agent that will cause an Owner Operator presently under Contract to lose work.

8.09 Leave of Absence for work with the Teamsters Union

The Company agrees to grant to all 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 will be revocable upon seventy-two (72) hours' notice by the Owner-Operator.

ARTICLE 9 - TRANSFER OF COMPANY TITLE OR INTEREST & MERGERS

- 9.01 This Agreement, hereinafter referred to as the "Agreement", shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event that the 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** contracted by the acquired Company will be dovetailed including those **Owner-Operators** who have a temporary contract cancellation due to sickness or injury. If the Company acquiring the business or undertaking does not require all the **Owner-Operators** after the merger, temporary contract cancellations 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 Upon a sale, lease, transfer, take-over, acquisition and/or merger as contemplated above, if a conflict exists between Article 9.01 and/or 9.02 herein and the provisions of any other collective agreement, the provisions herein shall prevail. Upon any merger with another Company, Division or undertaking, the terms of this Fleet Services Agreement shall apply to the merged unit.

ARTICLE 10 - VEHICLES

10.01 (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) Any accident must be reported immediately to Dispatch. The **Dependent Contractor** must fill out the accident Reporting "Kit" including all pertinent information. This Report must be turned into Dispatch immediately upon return to home terminal.

10.02 At the time the Company establishes a new Paint & Colour policy, all new owner operators' vehicles and any existing **Owner Operator** replacement or repainted vehicle must be of the Company's designated colour. All existing **Owner operators** must paint their vehicles at the Company's expense and the Company designated colour if so requested. Also, the Company will pay to have owner operators' vehicles identified with Company decals.

Also, where it is required to have decals removed, the Company will pay to have decals removed from the owner operators vehicle provided that the customer contract still exists and the owner operator has attained six (6) months of seniority and that thirty (30) days notice by the owner operator is given of contract cancellation. This will be limited to one (1) time during the life of the Collective Agreement.

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

ARTICLE 11 - MEDICAL EXAMINATIONS

11.01 ~~Any medical examination requested by the Company shall be promptly complied with 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,~~

~~Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers' licences.~~

~~It will be the Company's responsibility to pay for any medical certificates that they request.~~

ARTICLE 12 - GENERAL

12.01 (a) ~~All Owner-Operator's covered under this Agreement will be responsible for having their contracted route covered at all times. In the event that the said Owner-Operator is unable to perform his/her contracted route for any reason including, but not restricted to sickness, mechanical problems, etc., he/she must ensure that a responsible replacement Owner-Operator is covering his/her route. If the Owner-Operator does not find a responsible replacement, the Company has the authority to deduct from the Owner-Operator all costs above his/her daily payout for covering said route on behalf of the Owner-Operator.~~

(b) ~~It will be the Owner-Operator's choice as to whether or not to assign a qualified driver to his truck in case of absence before the Company assigns a truck and Driver to cover his/her contract.~~

~~Annual leave will be granted to those Dependant Contractors who by way of written notice request annual leave.~~

~~Those who request annual leave must notify the Company at least sixty (60) calendar days prior to such leave. The Company will grant annual leave to a maximum of two (2) weeks per year provided that operational requirements are met.~~

~~Where there are multiple requests made for the same weeks of annual leave it shall be approved by seniority.~~

~~The rule on costs above daily payout shall be waived provided the Dependant contractor supplies the Company with a detailed Blueprint of route information~~

- (c) Where there is available extra work to be done, it will be offered by seniority to qualified owner operators who are available to perform extra work.

12.02 No Owner-Operator will be allowed to represent or act on behalf of, or control, more than one (1) truck (one truck, one driver) for or on behalf of Dynamex or its customers.

For a period not to exceed twenty (20) days the Owner-Operator is permitted to substitute his or her employees as another driver for his or her vehicle. This consent is given provided that the individual is approved, in advance, by Dynamex Inc. and that the settlement for this individual, including deductions required by law, remains the responsibility of the Owner-operator,

12.03: Shunting Vehicles in Yard

If there is a requirement for shunting vehicles in customer yards, it will only be done by qualified and licensed drivers and payment made for shunting shall be negotiated for number of trucks and length of time an owner/operator is required to shunt, seniority shall prevail.

12.04 Safety and Compliance

The Rule on Safety and Compliance for "A" Inspection shall be once (1) per year in compliance with Ministry Of Transport Standards.

In accordance with Ministry of Transportation laws all Dependant Contractors will require to comply with one (1) "A" inspection per calendar year. The rules for service inspection or "B" inspection shall be done in accordance with manufacturer's guidelines.

ARTICLE 13 - SETTLEMENT PERIOD

13.01 Settlement cut-offs will be the 15th and last day of each calendar month. Minor settlement shortages, 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 forty-eight (48) hours of being reported. Settlement cheques with the cut off date being the last 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. If the 15th or the last day of the month falls on a Saturday or Sunday, the Settlement Cheques will be issued on Friday in case the day falls on a Saturday, or on the Monday in case the day falls on a Sunday.

13.02 An Owner-Operator shall be provided reasonable access to his/her daily records upon request.

13.03 The Owner-Operator authorizes a holdback of Two Hundred Dollars (\$200.00) per pay period to be deposited under the Owner-Operator's name in Dynamex Express

Inc.'s accounts until One Thousand Six Hundred Dollars (\$1,600.00) has accrued in a joint account. The One Thousand Six Hundred Dollars (\$1,600.00) held in Dynamex's account is a deposit against any Insurance deductibles and any bad debts which may be incurred by the Owner-Operator or any cost deemed by the Company to be the responsibility of the Owner-Operator (eg. costs related with back-up vehicles and drivers) and will only be released with the Owner-Operator's final commission cheque or at the discretion of the President, in any case within sixty (60) days provided due notice has been provided by the Owner-Operator. Effective upon ratification, the Company agrees to refund fifty per cent (50%) of the holdback to all Owner Operators having in excess of four (4) years' service and the following condition will apply to new hires; after each completed year of service up to four (4) years of service, the Company shall refund two hundred dollars (\$200.00) per year to a maximum of fifty percent (50%) of the holdback.

ARTICLE 14 - UNIFORMS

14.01 Effective upon ratification and each anniversary thereafter, the Company agrees to provide a uniform to each dependant contractor who has completed his/her probationary period at no cost to the dependant contractor. The Uniform shall consist of the following:

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)

ARTICLE 15 - INSURANCES AND LICENCES

15.01 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,

15.02 (a) 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 trucking equipment while in use under this Agreement, where applicable.

(b) All Owner-Operators are required to maintain the minimum of one million dollars (\$1,000,000) Public Liability and Property Damage insurance as required by the Company

15.03 The Company will provide and maintain a two way radio for the Owner-Operator's vehicle, (equipment decisions are made by Dynamex and its Customers). This will be at a cost of Twenty Seven Dollars and Fifty Cents (\$27.50) per settlement period to be deducted from each settlement cheque for drivers. If new technology becomes available, the drivers will have the option of upgrading at a revised cost.

Any damage caused by neglect shall be paid for by the Owner-Operator.

ARTICLE 16 - SETTLEMENT

16.01 Settlement Schedule

The following rates shall apply to all Owner-Operators contracted:

Revenue shall be split as follows:

Owner-Operator 65% Company 35%

This revenue minimum split is all inclusive. The 65% includes all monies deemed owed to the Owner-Operator, which includes any monies covered under the Provincial or Federal Legislation and any taxes or other costs owed by the Owner-Operator.

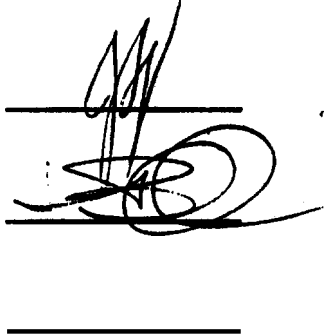
The 65 - 35% split is based on the transportation portion of the Customers billings as it relates to the delivery portion of the dedicated fleet at the Customers location and does not include any revenues for other services rendered to said Customer. A copy of the Customers billing will be made available to the Owner-Operator upon request.

ARTICLE 17 - DURATION OF AGREEMENT

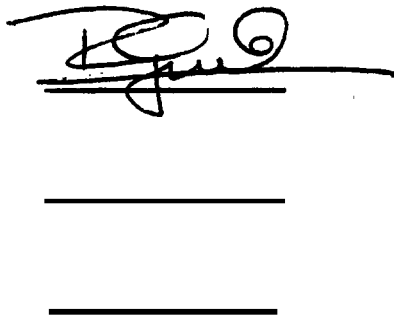
17.01 This Agreement shall continue in effect until February 6, 2002 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months preceding the expiration date of this Agreement, that it desires to amend or terminate it.

Dated at Mississauga this 10 day of FEB., 2000.

FOR THE COMPANY:



FOR THE UNION



/w/opcu: 343

LETTER OF UNDERSTANDING

Between

**DYNAMEX EXPRESS INC.
and its
FLEET SERVICES DIVISION
(Hereinafter referred to as the "Company")**

- and -

**TEAMSTERS LOCAL UNION 938
(Hereinafter referred to as the "Union")**

Re: Compensation for Increased Fuel Costs

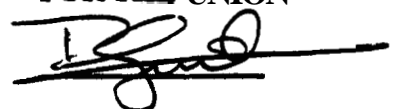
Fuel price variances to be calculated and applied in accordance with the "Delivery Services Agreement" between Medis Health and Pharmaceutical Services Limited and Dynamex Canada Inc. subject to the said Agreement.

DATED at Mississauga, Ontario, this 10 day of FEB., 2000.

FOR THE COMPANY



FOR THE UNION



LETTER OF UNDERSTANDING

Between

**AMEX EXPRESS INC.
and
FLEET SERVICES I**

(Hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION 938

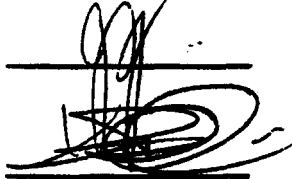
(Hereinafter referred to as the "Union").

Variations in Costs Based on Volumes

Variations in costs based on volumes to be calculated and *applied* in accordance with the "Delivery Services Agreement" between Medis Health and Pharmaceutical Services Limited and Dynamex Canada Inc. subject to the execution of said Agreement.

DATED at Mississauga, Ontario, this 10 day of FEB, 2000.

FOR THE COMPANY



FOR THE UNION



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