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CUPW - PRAIRIE REGION

COLLECTIVE AGREEMENT

BETWEEN

**DYNAMEX CANADA CORP
(SASKATOON BRANCH)**

(Hereinafter referred to as "the Company")

AND

**THE CANADIAN UNION OF POSTAL WORKERS
(Hereinafter referred to as the "the Union")**



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ARTICLE 1

PURPOSE OF AGREEMENT

1.01 The purpose of this Collective agreement between the Canadian Union of Postal Workers hereinafter referred to as "the Union" and Dynamex Canada Corp hereinafter referred to as the "Company" is to establish and maintain rates of remuneration, hours of work and other working conditions, and to provide appropriate procedures for the resolution of grievances and problems arising during the term of the Collective Agreement.

ARTICLE 2

DEFINITIONS

- 2.01** "Owner operator" means dependent contractors who are commissioned drivers and own their own vehicles. "Employees" means walkers and warehouse workers.
- 2.02** "Union Representative" shall mean an employee/owner operator appointed or elected by the Union to act as an authorized representative of the Union or any other authorized representative of the Union.
- 2.03** "Company Representative" shall mean a person designated as such by the Company for the purposes required under this Agreement.
- 2.04** "Agreement" means the Collective Agreement herein except as otherwise specified.

ARTICLE 3

RECOGNITION

3.01 Sole and Exclusive Bargaining Agent

The Company recognizes that the Union is the sole and exclusive bargaining agent for all employees and owner operators as described in the bargaining certificate.

3.02 Consultation and Discussion

In view of this recognition and in accordance with structures provided for in this Collective Agreement, the parties agree to discuss and consult each other on all matters pertaining to their working relationship.

3.03 Full Force and Effect

All matters covered under the provisions of this Collective Agreement shall have full force and effect on the company and the bargaining unit.

3.04 Owner Operator Contract

It is understood that every Owner Operator engaged by the company as a condition of his/her engagement is obliged to enter into an Owner Operator Contract for Retention of Services annexed and marked as Appendix "A" (the terms of which may be varied as otherwise permitted or required pursuant to the terms of the Collective Agreement and all amendments thereto).

The Company agrees not to enter into any individual Owner Operator agreement or contract with members of the bargaining unit, either individually or collectively, which conflicts with the terms and provisions of this Collective Agreement.

ARTICLE 4

DISCRIMINATION

4.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practised with respect to an employee/owner operator by reason of age, race, creed, colour, national origin, political or religious affiliation, gender, physical or emotional handicap, sexual orientation, marital status, family status, conviction for an offence for which a pardon has been received, or membership or activity in the Union.

4.02 Common-Law Spouse

For the purpose of this Collective Agreement and the benefits it provides for, including insurance plans, a "common-law spouse" relationship is said to exist when, for a continuous period of at least one (1) year, an employee/owner operator has lived with a person, represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse, and the word, "spouse" includes a "common-law spouse".

ARTICLE 5

UNION DUES

5.01 Compulsory Check-Off

(a) The **Company** shall, as a condition of **work**, deduct from *the* monthly **earnings** of all the **members** in the bargaining unit, the ordinary membership dues of **the Union**. This shall be done on *the* 1st pay/settlement **cheque** of *the* month. The **Company** shall then remit **such** monies deducted, along with a list of these **employees/owner operators** and **their Social Insurance** numbers, to the National **Office** of the C.U.P.W. no later **than** the 20th day of **the** following month **upon** which such monies **were** deducted. The **Company** shall show the yearly dues deducted on **employee/owner** operator statements of earnings.

(b) **The Company shall** not levy a charge upon the **Union** or its members for rendering **this service**.

(c) **Subject** to the provisions of **this Article**, the **Company** shall also deduct, as **Union dues**, a **special** levy ordered by **the Union**, **not** more than once a **year**, provided that this levy is **uniform** and is payable by **all** the employees of the **bargaining** unit. The special levy shall, at the request of the **Union**, be deducted **over** a **period** of more **than** one (1) month.

5.02 Setting of Dues

The **Union** shall inform the **Company** in writing of the authorized membership dues to be checked off,

5.03 Dues Begin Immediately

For the **purpose** of dues deductions from **pay/settlement** cheques for each **employee/owner** operator in respect of each **month** will **start from the first month** of employment to the extent **that earnings** are available. Where **an employee/owner** operator **does not have** sufficient earnings in respect of **any month** to permit deductions, the **Company** shall not be obliged to **make such** deductions **from subsequent pay/settlement** cheques.

5.04 Remit Dues the Next Month

The **amounts** deducted shall be remitted to the union by cheque **on the 20th** day of the **month** following **the** month in which the deductions **were** made **and shall** be accompanied by particulars identifying each **employee/owner** operator **and the deductions** made on his/her behalf.

5.05 Company's Liability on Check-Off

The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this Article, except for an error committed by the Company in the amount of dues deducted; however,

(a) where such error results in the employedowner operator being in arrears for dues deductions, recovery is to be made by making one additional deduction each month in an amount not to exceed the established monthly deduction until the arrears are recovered in full;

(b) where such an error results in an over deduction of dues and the money has not been remitted to the Union, the Company shall reimburse the employee/owner operator in the amount of the over deduction. Such over deduction shall be reimbursed under normal circumstances in the month following the month in which the over deduction and the failure to remit the dues to the Union are verified.

5.06 Additional Information

The Company agrees to provide the Union with all necessary supplementary information in order that the bargaining agent may adequately verify the check-off of union dues for all employedowner operators belonging to the bargaining unit.

The Company will provide the Union with all available information related to union dues.

5.07 (a) Compulsory Membership

Every employee/owner operator who is covered by this agreement now or hereafter, shall make application for Union membership and maintain union membership as a condition of engagement.

(b) Employee / Owner Operators

The Company agrees to acquaint new employees/owner operators with the fact that a collective agreement is in effect and provide them with a current collective agreement. The Union agrees to print and provide all employees/owner operators with a copy of the collective agreement within 90 days of the signing of any new collective agreement,

ARTICLE 6

NO STRIKE OR LOCK-OUT

- 6.01 For the duration of this Agreement, the Union **agrees that there will** be no **strike** and if such action is taken by the employees/owner operators, the **Officers of the Union** shall instruct the employeedowner operators to return to service. The Company agrees that **there will** be no lockout of employeedowner operators **during** the duration of the Agreement.

ARTICLE 7

UNION RIGHTS

7.01 UNION ACCESS

An **authorized** representative of the **Union** shall **have access** to the employeedowner operators on **company premises only** for the **purpose** of conducting **Union Business provided** prior permission to **do** so has been **granted by** the company **manager** and such permission shall not be **unreasonably denied**.

7.02 BULLETIN BOARD

The Company **shall** provide a bulletin board for posting of Union notices and communications which must be **signed** by a representative of the Union. The bulletin board **will** not be located in **any place where** the **general public has access**.

7.03 MEMBERSHIP

It is **agreed** that all employeedowner operators hired by the **Company** for *the* purposes of **bargaining unit work** become members of the **Canadian Union of Postal Workers** within **30 days** and **shall, as a condition of employment/engagement, remain** members in good **standing** of the Union.

7.04 UNION COMMUNICATION TIME

The **company** agrees to provide **pager** communication **time** upon the **request** of an **authorized** representative of the **Union** for the purpose of informing bargaining unit members of **Union** meetings, provided prior permission to **do** so has been granted by the **Company manager** and such **permission** shall not be **unreasonably denied**.

ARTICLE 8

RIGHTS IN RESPECT TO OWNER OPERATORS

- 8.01** The Company's **rights** in respect of a **presently engaged employee/owner** operator shall be those **rights expressly** set forth ~~in~~ this agreement.
- 8.02** Except ~~as~~ it is specifically limited by the terms of **this Agreement**, ~~the~~ Company **has the right, power and authority** to enter into **my** contract with customers present or future, **as** it sees fit from time to time-
- 8.03** The **Union** acknowledges that it **is** the **exclusive function of the** Company to:
- a) increase **and decrease** the workforce;
 - b) ~~maintain~~ order and discipline;
 - c) ~~in the case of the Owner Operators~~, engage, modify, **transfer**, suspend or ~~cancel~~ the Owner Operator contract showing **just cause**;
~~in the case of~~ Employees, hire, **discharge, transfer**, classify, promote, **layoff**, suspend or otherwise discipline Employees **showing just cause**;
 - d) establish and **enforce procedures, rules and regulations** not inconsistent with the provisions of the ~~collective~~ agreement, **governing the relationship with the Owner Operators** ~~and/or~~ the conduct of the Employees;
 - e) enter into **any contract** ~~and/or~~ establish **any rates with** its customers, both present and future, **as it deems appropriate**;
 - f) generally to manage and operate the company.
- 8.04** Each employee/owner operator will **perform** delivery services for customers **faithfully** and **in** a good **and** responsible manner **and** within the **rules**, which the Company may **make** from time to time to fulfill **specific customers'** needs.
- 8.05** The Union shall not be **liable** for **any** breach by **an** employee/owner operator pursuant to **this Agreement** ~~unless~~ the **Union** instructs or induces **such** employee/owner operator to breach the Agreement.
- 8.06** **Where** by **virtue** of a contract with a **customer** the terms of which are such that the implementation thereof **would** result in the breach of **any** one of the terms of **this Agreement** and no employee/owner operator is willing to **carry out** **such** service after having **been requested** to do so, ~~then~~ regardless of **any other** provision of **this** agreement, the Company shall:

- a) be entitled to engage a replacement for the purpose of **carrying** out such services **and**
- b) or by **virtue** of a contract **with** a customer **in** which **the** work involved is subjected to the **normal** bid process, **and/or** **materially** different from the **normal services** usually provided by **an** employed owner operator, **and** no **existing** owner operator has **bid** on the **work**, the company **can** outsource the work to **a party other than those involved** in the collective agreement. In **such** circumstances **the Union** is to be given **twenty-four (24)** hours **written** notice, providing particulars of such **customers'** and **drivers contracts** (excluding **Saturday and Sunday** from such time calculation). The Union shall **within said time** give its written approval or disapproval, **same** not to be unreasonably withheld; **and further provided that** if it is not **timely** or practical to obtain the **written consent of the union** then no notice shall **be** required to be given **as above set forth** but the **Company shall nevertheless within forty-eight (48)** hours of entering into **such customer and driver** contracts provide **written** particulars thereof to **the Union** and the **right of grievance with respect thereto** shall be preserved, **and**
- c) be entitled to enter into a contract with such replacement which for the purpose of providing such **service, may** contain terms different to that **as** provided for in the **Collective Agreement and/or "Condition of employment,"** **such** replacement or **contracted service** will not be considered **part** of the Union.
- d) The company will **review any** outsourced or **contracted services** every twelve (12) **months** with the intent of bringing it into the **bargaining** unit.

8.07 The Company shall **have the right to take** immediate possession of the mobile two-way radio equipment **and/or** pager in **any employee's/owner** operator's vehicle. For **the** purpose of **this** clause, **any** one of the occurrences **such as**, but not limited to, the following shall constitute "**Just Cause**", namely:

- a) **an** act of bankruptcy **being committed by the employee/owner** operator;
- b) if **any** distress or **any execution** shall be **issued** against the **employee/owner** operator;
- c) if **the employee/owner operator** leaves **the company** with no **other** recourse.

The Company shall **bear the onus** of proving **any** such occurrence.

Following such **repossession**, the Company shall **within five (5) days** deliver to the **employee/owner** operator or **send** by registered **mail** to his/her last known **address**, **written particulars** of the circumstances **justifying such** repossession.

Upon finding of "Just Cause" herein, it shall, subject to grievance hereunder, be deemed that the Lease Agreement between the Company and the employee/owner operator as encompassed in this Agreement in respect of such equipment shall have terminated.

It is further understood that upon re-delivery of the said radio equipment to the Company whether voluntarily by the employee/owner operator or pursuant to the terms of this clause, same shall be in good order and repair, reasonable wear and tear resulting from proper use only excepted.

It is further understood and agreed that in the event that the Company should be entitled to repossess the said radio equipment pursuant to this clause, and within twenty-four (24) hours of demand served upon or mailed to the employee/owner operator he shall fail to surrender the said equipment, the parties hereby acknowledge that the Company will suffer damage by his failure to so return the equipment. The parties further hereby acknowledge that the amount of such damage being difficult to determine, accordingly and as a genuine pre-estimate of such damage the employee/owner operator agrees to the payment to the Company of the sum of ten dollars (\$10.00) (as liquidated damages and not as a penalty) for each day or part thereof that the said equipment has not been surrendered.

8.08

Subject to the provisions of 8.09, in consideration of the receipt by the Company of that percentage entitled to be received by it as its share of the amount realized from customers by an employee/owner operator pursuant to the terms of this Agreement, the Company shall supply and pay for:

- a) office space;
- b) office supplies;
- c) telephone(s);
- d) postage;
- e) stationery;
- f) photocopying;
- g) bookkeeping;
- h) accounting equipment;
- i) taking and listing of orders;
- j) dispatching service;
- k) rendering of accounts;
- l) payment of bills (except those specifically the responsibility of the employee/owner operator);
- m) entering and securing of contracts;
- n) carrying out of advertising programs;
- o) managerial services;
- p) sufficient staff and any other requirements as are necessary to carry out the business commitments of the Company;

Payroll inquiries, to a maximum of four (4) inquiries **per calendar year** by **any individual bargaining unit member**, will be responded to **at no charge**. Inquiries **in excess of the maximum** will be subject to an **administrative fee levied by the company** on the membership.

Upon ratification of this collective agreement, the Company will remove the fuel administrative charge but will continue to obtain the best possible prices for fuel for the owner operators. If fuel rebates are made available by the supplier, said rebates will be passed on to the owner operators.

8.09 The Company and the Union acknowledge that it might be mutually **advantageous** for the Company to provide extraordinary services to its customers in special situations. In such an event a reasonable rate shall be charged by the **Company** to the customer for such extraordinary services as **part of the agreed to rate**. In such instance the **Company shall** determine the actual **amount** which will **remain available** for division between it and the employee/owner operator pursuant to the **terms** of such contract after first deducting the **said** rate charged for **such extraordinary services**. The Company shall **provide** written particulars of **such contract and any amendments** to it **from time to time** including **particulars of the rate** charged by the **Company to the said customer** for extraordinary services and the **amount** that **will** be left for **division** between it and the employed owner operator, to the **Union and shall upon request** allow the **Union executive** to examine at the **Company's office** a true **copy of such contract and any amendments** to it. Taking into **consideration** all circumstances the **Company agrees** to meet **as soon as possible**, after the **contract** has been entered into, with those employees/owner operators **selected by the Company as being** most appropriate to **carry out the said contract**, in **order** to explain the **said contract to them**. The **Union representatives** to the Rate Committee and the **Union executive** shall be **given reasonable** advance notice of **said meeting and be entitled** to attend. The **Company shall** at such **meeting** explain the **said contract, the cost of such extraordinary services, and the allocation as between the Company and such employee/owner operator**. If the **Union** through its officers or the selected employee/owner operator reject the **said contract, then** the Company shall, **regardless of** any other provisions of this Agreement, offer the **first opportunity to service the said customer** to the **senior permanent employee/owner operator** and failing sufficient support **there, shall** offer the second opportunity by seniority to **other employees/owner operators and failing sufficient support there, the Company may engage a new employee/owner operator**. It is intended that a reasonable rate shall be a rate that fairly reimburses the **Company** for its **actual costs of said extraordinary services** taking into consideration the following:

- a) **Any additional** charges to the customer, including but not limited to the following and not being **part of the regular rates, such as** warehousing, not **covered** above, cargo insurance, air freight charges, **handling** charges, forwarding charges, **whether on** a regular or irregular basis, etc. shall be **solely** the **revenue** of the **Company** and shall not be included in the commission payable to the employee/owner operator.

8.10 The Union shall not be liable for **any loss** suffered by the Company under **any contract** entered into by the Company provided that **the loss** has not occurred as a result of **any act**

of commission or omission on the part of the Union. It is understood that this provision shall not relieve any employee/owner operator for any loss for which he/she may be liable pursuant to the terms of this Agreement.

- 8.11** All money received or collected by an employee/owner operator for or on behalf of the Company shall, if required by the Company, be securely held by the employee/owner operator as a fiduciary trust and shall not be used by him for personal or other purposes whatsoever but shall be paid over by the employee/owner operator to the Company within twenty-four (24) hours of its receipt by the employee/owner operator together with any shortages the employee/owner operator may have incurred. If not so designated in writing by the Company as being required to be paid over to it by the employee/owner operator, the same shall be forthwith accounted for to the Company in writing in the form required for that purpose by the employee/owner operator to the Company from time to time. All money received or collected by the employee/owner operator for or on behalf of the customers of the Company shall be securely held by the employee/owner operator as a fiduciary trust on behalf of all such customers and shall be used by such employed owner operator for no personal or other purposes whatsoever and shall be forthwith paid over by such employees/owner operator to such customers and accounted for concurrently to the Company, or alternatively, paid over to the Company for remittance to the customers.
- 8.12** The Company shall endeavor, within the reasonable confines of ensuring a high quality of customer service, to use the least amount of employees/ owner operators as possible.
- 8.13** The employed owner operator shall:
- a) Obtain and maintain all licenses and permits required to carry out services to be performed by him/her under this Agreement;
 - b) Maintain in sound physical and mechanical condition, repair, insure (in a manner and for amounts prescribed by the Company) and operate each vehicle used by him/her, at his/her expense under the applicable laws of the province in which he/she works and provide proof.
- 8.14** *The Company will post and maintain a Rotational Dispatch list for out of town trips. The list will be in order of seniority, excluding those owner operators who request that their names not be included and will note the vehicle type utilized by the owner operator. Out of town trips will be offered to owner operators on a rotating sequence progressing in order of seniority and subject to qualifications, customer time requirements and availability of the owner operator. An owner operator who declines a trip will be placed at the bottom of the list.*

Voluntary Termination By An Employee/ Owner Operator

- 8.15** In the event that an employed owner operator intends to terminate his/her services hereunder he/she shall first give to the Company a fourteen (14) day Written notice of

such intent. He/she shall continue to perform **his/her** commitments hereunder for the said **fourteen (14) days** and on the expiration of the **fourteenth day** the termination shall be effective.

Accounting As Between The Company and an Employee/Owner Operator

- 8.15** It is understood and acknowledged that an employedowner operator is **paid** for services rendered hereunder for each **working period** from **the** first to the fifteenth inclusive of each **month** on the last **day** of the said **month**. If the last **day** of the **said month** falls on a Saturday, **Sunday** or holiday, he/she is **paid** on the **previous** working day. For **services rendered** by the **employee/owner operator** pursuant hereto from and including the **sixteenth** day to and including the last day of the **month** he/she is **paid** on the **fifteenth** day of the month following, **If the fifteenth day** of the month following falls on a Saturday, **Sunday** or holiday, he/she is **paid** on **the** working day **proceeding** such day.
- 8.16** The following procedures shall be **carried** out by the **employee/owner operator** for the **purpose** of enabling the **Company** to calculate **that** to be billed to the customers for services performed by **such** employedowner operator, **namely**:
- a) **each** job **as** allocated shall be **Written up** by **him/her** on the form prescribed by the **Company** and concurrently **with** the completion of the service required of him/her, he/she **shall** obtain a legible or printed signature of **an authorized person** accepting the delivery, and **any** other information required. As the company **introduces** technology **in** the form of Mobile Data, the **employee/owner operator**, may be **required** to capture customer signature utilizing Two-Way Pager, computer or other equipment, **as introduced** by the company;
 - b) **at the end** of each **working day** complete **all** paperwork required by the **Company**, along with all waybills performed by **him/her** **that** day for all customers;
 - c) upon completion of each **working day** and by no later **than** 12 noon in the afternoon of the following day, he/she shall **deliver** to the **Company's** rate department **or** authorized drop **box**, **such** manifest referred to in **sub-clause (b)** herein together with all **individual order** cards as **referred** to in sub-clauses (a) **and** @ herein.
- 8.17** The **Company** as its accounting responsibility to the **employees/owner operators** **shall** carry out **the** following:
- a) **Determine** the **price** to be **billed** to the customer by the accounting policies and **billing** system in effect at that **time**, and which **may be changed** from

time to time at the **Company's** sole discretion, and may require the **member** to **price** his/her bills.

- b) Give to **the** employee/owner operator a **listing** (i.e. **settlement** report) of all the work done by **that** employee/owner operator and the net transportation portion of the rate charged the **client** **excepting** those customers who are **billed** for warehousing, cargo **insurance**, **air** freight charges, **handling** charges, **forwarding** charges, and other **extraordinary** charges such listing concurrent with and dependent on **an** integrated **payables** and receivable **accounting** policy. In addition, the "**rate committee**" will **have access** to **customer** rates and contracts, the **purpose** being to confirm revenues that **drivers** are being paid **their** commission percentage **from**.
- c) The **employees/owner** operators agree that **they** will **comply** with **any** changes in the **accounting** system **designed to improve** customer **service** **provided that** such changes will not in **any way** diminish **the need** for the **Company** to **provide** complete and accurate **settlement** information to the **employeedowner** operators.
- d) **Concurrent with making payment** to the employee/owner operator of the revenue required to be paid to him/her for **the** relevant **settlement period** as **determined pursuant** to this Article, the company will itemize **any** charge-back's and overcharges, and include **any** documentation the driver may require to **balance** his/her payroll **settlement**.

8.18 Subject to **Article 11** hereof, **the Company** has the right to allocate **the** employee/owner operator a delivery route **covering** that portion of **the territory** being serviced by the **Company** as the **Company** in its **discretion** may decide for **the** servicing of certain contract customers **regardless** of location.

8.19 **Within ninety (90) days** of entering into the **company**, at **the** company's discretion, the employee/owner operator shall **have the vehicle** or **vehicles** used by **him/her** in servicing the **Company's** customers **painted** in the colour scheme by which **the** **Company** is **identified** by **the** public, at which **time** the **Company** shall **supply** identifying decals to be affixed, which **decals** shall be returned to the **Company** **upon** termination.

8.20 The trademark "**Dynamex**", distinctive colours and designs used in **connection** therewith, **are all the** property of **the** **Company** and their **use** accrues wholly to the benefit of the **Company**. Upon written **request** of **the** **Company**, the employee/owner operator shall immediately surrender to the **Company**, **any** item **bearing any** of its trademarks and shall remove **any such** trademarks from its vehicle.

The employedowner operator shall permit and shall have placed upon his vehicle such **Company advertising**, decals or trade names and marks as the Company may specify, the cost of such advertising, decals or trade marks to *be* borne by the Company. In the event that other advertising be specified by the Company, same shall be done at the expense of the Company.

Upon termination of this Agreement for any cause or by any means whatsoever and in particular as hereinafter set out, the employee/owner operator shall, at his/her own expense, within ten (10) days from the date of the said termination, remove all advertising, decals or trade names and marks as was specified by the Company and have his/her vehicle repainted in one colour or a colour scheme of other colours which shall not be confused in any way with the colour scheme identifying the Company to the public. Should such termination be by way of discharge and it is subsequently determined that discharge was not for just cause and said identification has been removed, the Company shall be required to replace the identification at its cost.

The employee/owner operator covenants and undertakes to indemnify and save harmless the Company from any loss or damage which the Company may suffer in any form or manner whatsoever by reason of the failure of employee/owner operator to comply strictly with the terms of this paragraph.

- 8.21 The employee/owner operator agrees that he will not transfer or assign any interest in this Agreement without the written consent of the Company and the Union.
- 8.22 In addition to the insurance requirements the employedowner operator shall at all times during the continuance of this Agreement, carry and keep in force such policies of insurance which may from time to time be required by any governmental authority.

ARTICLE 9

GRIEVANCEPROCEDURE

9.01 Grievance

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employees/owner operators covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of this Agreement, including the question of whether a matter of the grievance is arbitrable or not, shall be considered as a grievance and shall be settled as hereinafter provided.

9.02 Authorized Representative of the Union

A person designated by the Union to deal with grievances,

9.03 Union Steward

Any employee/owner operator appointed or elected by the Union to act as an authorized representative of the Union, In the event that the Union steward is unable to perform his or her function, the Union will designate or substitute another person to act on his or her behalf

The Union steward shall have the right to prepare and present grievances, in accordance with the procedure herein provided for and, for that purpose shall have the right to meet with the employee/owner operator on behalf of whom the grievance could be submitted, during non-working hours.

No person who is employed in a managerial or confidential capacity shall seek to intimidate, by threat of discharge or by any other kind of threat, a representative of the Union or a employee/owner operator on whose behalf he/she is preparing a grievance to cause him/her to refrain from so doing or withdraw a grievance or refrain from representing a grievance as provided for in this Agreement.

The company agrees that Union stewards shall not be hindered, constrained, prevented nor impeded in my way in the accomplishment of their duties while investigating complaints and representing employee/owner operators in accordance with the provisions of this Article.

A grievance shall be presented in writing by an authorized representative of the Union to the branch manager or his/her designate of the Company no later than the 10th calendar day after the date on which the employee/owner operator or the Union first became aware of the action or circumstances giving rise to the grievance, failing which the right to grieve shall be forfeited and waived by the aggrieved party.

The written description of the nature of the grievance shall be sufficiently clear so as to determine the relationship between the grievance and the provisions of the Collective Agreement. During the grievance procedure, the Union shall, at the request of the company, endeavour to clarify the written description of the grievance. The Union may clarify the written description of the grievance without changing its substance. It shall not be sufficient to allege a violation of the Agreement as a whole.

The Union may file a general, union or policy grievance only where the matter at issue is not a matter capable of being dealt with as an individual grievance.

The company agrees to acknowledge receipt of the grievance by returning a signed copy to:

- the Local Office of the Union; and
- the employee/owner operator on behalf of whom the grievance has been submitted, if available at the workplace.

The procedure for resolution of grievances shall be as follows:

Step 1: By discussion between the authorized Union representative with the branch manager or his/her designate

Within seven (7) days after receipt of the grievance the company shall submit to the Local Union a written response to the grievance.

Step 2: Where the decision of the company is not satisfactory to the Union, the grievance may be presented to the second step of the grievance procedure, not later than the 10th day after the written decision of the Company has been received by the Union.

The designated Union representative and the Vice President Dynamex Canada Corp or his/her designate shall discuss the grievance in an attempt to resolve the matter.

Step 3: If the grievance is not resolved to the satisfaction of the Union within twenty (20) days from the date it is received by the company, the Union may refer the matter to arbitration.

Grievances submitted to arbitration shall be heard by a single arbitrator selected by mutual agreement of the parties. Failing such an agreement, either party may apply to the Minister of Labour for the appointment of an arbitrator.

The arbitrator shall be vested with all the powers that are necessary for the complete resolution of the dispute. Where the arbitrator comes to the conclusion that the grievance is well-founded, he or she may grant any remedy or compensation that is deemed appropriate.

It is understood that the arbitrator shall be vested with all the powers conferred upon him/her by the Canada Labour Code.

The arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement. The arbitrator shall have no jurisdiction to waive any time limit under this Article, or to declare that any irregularity as to time limits does not affect the validity of his/her decisions or awards.

The award of the arbitrator shall be final and executory. It shall be binding upon the Company, the Union and the employee/owner operator.

The **final** decision rendered by an arbitrator binds the **Company**, the Union and the **employee/owner operator** in all cases involving identical and/or **substantially** identical circumstances.

The **expenses and fees** of the **arbitrator** shall be borne equally by the parties to the arbitration proceedings.

The Union may, by written notice, **withdraw** a **grievance** at **any time**. *The* withdrawal of a **grievance** shall not prejudice the position of the Union on **any** other grievance of a similar nature.

ARTICLE 10

DISCIPLINE AND CONTRACT CANCELLATION

10.01 Just Cause

- (a) No **disciplinary** measure in the form of a notice of discipline, emergency suspension or discharge, **or in any other** form shall be imposed on any **employee/owner operator** without **just cause** and without **his/her** receiving **beforehand** or at the **same time**, a written **notice** showing the grounds on which a **disciplinary measure is imposed**.
- (b) In **any** arbitration relating to a disciplinary matter, the proof of the allegations at **issue** shall be *confined to* the grounds mentioned **in** the notice referred to in paragraph (a) **above, except that**, if, subsequent to the date of **the** notice additional grounds are discovered by the Company which it **intends** to rely upon in **support** of the **disciplinary** action taken, **then such additional grounds** shall be provided to the Union **in writing** forthwith.

10.02 Personal File

- (a) The **Company** agrees that no **report** relating to the employee's/owner operator's conduct or **performance** may be **used against him/her** in the grievance procedure nor at **arbitration unless such report is part of the personal file**.
- (b) No report may be placed **in** the file or constitute a part thereof **unless a copy** of the **said** report is sent to the employee/owner operator **within ten (10) days** after the date of **the** employee's/owner operator's **alleged** infraction, or of **its** coming to the **attention of the** Company, or of the **Company's** alleged source of **dissatisfaction** with him/her.

- (c) Any unfavourable report concerning an employee/owner operator which predates the date that this collective agreement was signed shall be withdrawn from the employee's/ owner operator's personal file after a period of twelve months from the date of alleged infraction, provided there has been no re-occurrence of an infraction of a similar and/or more serious nature during that 12-month period.
- (d) Any unfavourable report concerning an employee/owner operator shall be withdrawn from that personal file after a period of twelve months from the date of the alleged infraction, provided there has been no re-occurrence of an infraction of a similar and/or more serious nature during that 12-month period.
- (e) The company agrees that there will, be only one personal file for each employee/owner operator.

10.03 Access to Personal File

Upon written request, an employee/owner operator and his/her Union representative shall have access, within a reasonable time after the request, to the official file of the employedowner operator in the presence of an authorized representative of the Company.

10.04 Interviews

(a) In the event the Company decides to interview an employedowner operator, the Company undertakes, as a general rule and where practicable and not likely to be prejudicial or damaging to any examination or investigation by the company, to notify the employedowner operator twenty-four (24) hours in advance of the interview. Nothing in this provision, however, precludes the imposition of the disciplinary penalty by the company prior to such notice or to an interview being conducted, nor is the company restricted in any manner from conducting interviews immediately and with such notice in emergency situations where required by law or regulation or where required to investigate incidents or occurrences in response to requests, complaints or requirements of customers.

(b) Upon written request, an employee/owner operator shall have access to their personal file in the presence of a Union Representative before any interview by the company.

10.05 Right to Representation

An employedowner operator summoned for a disciplinary interview shall have the right, if he/she so requests, to be accompanied by a Union representative.

10.06 No Right to Discipline

An employee/owner operator assigned on an interim basis to a managerial position cannot discipline other employees/owner operators included in the bargaining unit.

ARTICLE 11
SERVICE/ SENIORITY

11.01 SERVICE / SENIORITY

(a) Method of Calculation

Seniority means the length of continuous service in the bargaining unit with the Company.

Seniority is broken by termination with the Company under the provisions of this collective agreement.

Seniority accumulates during the length of continuous service in the bargaining unit at the Company.

Seniority continues to accumulate when an employee/owner operator accepts temporary assignment outside the bargaining unit for a maximum duration of 6 months,

Seniority shall be used to accommodate employee's/owner operator's preferences where the collective agreement so provides.

(b) Seniority Lists

There shall be four (4) separate seniority lists.

Drivers
Walkers
Warehouse employee/Helpers
Hospital *Walkers*

- (1) **An employee/owner operator can only be on one (1) seniority list at any time.**
- (a) **Copies of seniority lists shall be posted on the Union bulletin board no later than 2 months following the signing of the Collective Agreement and updated every 6 months with copies on the bulletin board.**
- (b) **Copies shall be sent to the Local Union no later than 2 months following the signing of the Collective Agreement and also sent when updated every 6 months.**
- (2) **The Seniority Lists submitted to the Union shall include addresses and telephone numbers of the employees/owner operators covered by the Collective Agreement.**

11.02 POSTING

With respect to all new accounts acquired by the Company where the requirement is greater than four (4) hours, the Company shall post notice of the same in a conspicuous location to be agreed upon by the Union and the Company, at least ten (10) calendar days prior to permanent assignment of such account by the Company. This notice shall also be paged at least twice to the drivers during this period. Any member of the Union who wishes to be assigned such account shall submit his/her application in writing for such assignment to the Company within the aforementioned ten (10) day period. The Company shall then assign such account upon a consideration of seniority, capability for the job, the vehicle required for such job, convenience, training for such job, availability and assurance of competitiveness and efficiency all of which stand in no priority to the other and shall not hinder the unlimited discretion of the Company to such account,

In the event of the Company transferring a member from one account to another and thereby creating a new job opening the Company shall observe the above outlined procedures for the purposes of assignment of such job. In the further event of the Company requiring a job opening or account assignment to be filled immediately the Company shall be at liberty to assign such job or account on an emergency and temporary basis until such time as the above procedure can be observed and the job or account can be assigned on a permanent basis.

The Company agrees that the following information will be included in all postings:

(a) description of the work to be undertaken, including where relevant the distances involved in accomplishing the work

(b) qualifications and equipment required to perform the work.

(c) the schedule and approximate hours of work

(d) the settlement or compensation for the work

(e) any requirements for individual contractual employment arrangements with the owner operator/employee.

11.03 **With** respect to trucks one ton and over, once an account has been assigned to an employee/owner operator and he/she regularly services that account the Company shall not unilaterally transfer such account to another employee/owner operator without "Just Cause". The Company and the employee/owner operator agree that for the purposes of this clause any one of the occurrences such as, but not limited to, the following shall constitute "Just Cause", namely:

(a) the customer requests that the employee/owner operator be replaced;

(b) it is evident that the account will probably be lost to the Company should the employee/owner operator not cease serving the same;

- (c) that a complaint of a **serious nature** is received from a customer and the employedowner operator **fails** to promptly rectify the complaint and do all things reasonably **necessary** to ensure that there will be no re-occurrences of **such** complaint.

The **Company** shall bear **the** onus of proving **any** such occurrence.

Proviso: **If** the Company **has** transferred an account **after** a customer has requested the same pursuant to Clause 11.03 (a) herein, the **Company** shall **give written** notice of the said transfer to the **Union** within twenty-four (24) hours excluding **Saturday, Sunday and statutory** holidays of such transfer.

- 11.04** With respect to calls for **service**, the **employee/owner** operator and the **Company** agree and acknowledge **that** incidental calls for **service** are to **be** handed out by the **Company** to the individual **employee/owner** operator in a **manner** that assures **competitiveness and efficiency** as delivery orders **are** placed and accepted **without** any favoritism or preference on the part of the **Company** but **subject** to the **Company** first considering the individual employedowner operator's availability and route. Provided, however, **Qat** in the event of a dispute between the **Company** and the employedowner operator, the **same** shall be subject to **grievance**.
- 11.05** The **employee/owner** operator **shall** have at all times **the right** to **ask** the **Company** to **transfer an account** or **accounts** from him/her for "**Just Cause**" which the **Company** will do if possible, and if **another employee/owner operator is willing** to accept the business, pursuant to 11.04. The holder of **such an account** agrees to **keep** it until **such change can** be made.
- 11.06** With respect to any of the **Company's** customers, it **is often the case** that **as part** of a larger service **there shall** exist **business** that **by itself** would not be profitable for the **employee/owner** operator, but that as part of the larger service **forms a very** profitable total billing. Therefore, it **is agreed** by the **Union** and the **Company** that **such calls** will **be**, to the best of the dispatcher's ability, rotated **among the** whole pool of **drivers** who benefit from the account and that such **calls** will not, on a continuous basis, be assigned to one **driver**. The **Union** **agrees with** the **Company** that such **work** must be done in a timely manner **subject** to the **Company** first **considering the** individual **employee's/owner** operator's **availability and** route, and that the **employee/owner** operator will accept such a delivery on a timely **basis**. Provided, however, **that after such** a delivery **has** been made, if a dispute between the **Company** and the **employee/owner operator** exists, **the same shall be subject to grievance**.
- 11.07** Vacant routes **will be posted**. Posting and **awarding** of such vacancies shall be consistent with Article 11.02. All postings shall be posted on the **Union bulletin** board with an indication of the **time** and date it **was** posted and copied to the **Local Union** on the date of posting.

11.08 The following **will also apply** to bidding on assignments:

(a) if a **specific** route or assignment is terminated, the displaced **employee/owner** operator is entitled to displace a **employee/owner** operator with the least **service** on the service list, If the **person with** the least **amount of** service is on a **dedicated route**, this clause will not apply to **them** until **six (6) months** after their start **date** on **such** route, **except** in the case of a **general** reduction in **fleet size**.

(b) **if an** **employee/owner** operator wishes to **transfer** to **another list**, they would be entitled to the first **recurring** vacancy on that list. **After** they are in an **assignment** on the new list they **will carry**, and be able to **exercise**, their full **seniority** on **that** List as it **applies** to this Article.

(c) no **new employee/owner** operator shall be **hired until** all **employees/owner** operators on the **seniority** list **have had an opportunity** to bid on all assignments/routes.

(d) the Company **will** devote its best efforts toward **keeping** **employees/owner** operators engaged in providing services.

11.09 DEFINITIONS

Scheduled run- 40% of assigned work

11.10 POSTED RUNS FOR BID

Dedicated Fleet Drivers -- Job bid by assignment

Scheduled Runs -- Job bid by **scheduled** assignment, pursuant to 11.09

The company shall utilize the Scheduled **Run** Fleet or **On-Call** (on-and-gone) fleet as the relief drivers, by **seniority**, subject to availability and provision of required equipment if applicable, for **any and** all posted temporary runs, or as **back-up** of regular run or route drivers where the **vacancy is the result** of a known **absence of more than 5 days**.

11.11

Notwithstanding **any other** provisions of the **Collective Agreement**, the restructuring and realignment of **work**, undertaken from time to time by the Company in response to **service requirements, route/stop densities, volumes, yields** and **other** operational considerations, shall be subject to the **posting procedures contained** in Article 11.02. Where **such** restructuring or realignment of **work will** result in **posting(s)**, the Company will **consult** with *the* Union **prior** to implementing the changes **but** in all respects retains its exclusive **functions** to manage and operate **the** business.

ARTICLE 12

HEALTH & SAFETY

12.01

The Company and the Union recognize the need for constructive and meaningful consultations on Health and Safety matters. Consequently, a joint Health & Safety Committee shall be formed, and operate, in accordance with the provisions of the Canada Labour Code, Part II, and all applicable provisions of the Canada Labour Code, Part II, shall apply.

12.02 Minutes of Health and Safety Committee will be posted within ten (10) days of each meeting.

ARTICLE 13

LEAVE

13.01 Special Leave

Subject to reasonable advance written notice, with supporting documentation where applicable, leave of absence may be granted when circumstances not directly attributable to the employee/owner operator, including but not limited to illness in the immediate family, prevent him/her from reporting for duty. The granting of such leave shall not be unreasonably withheld.

13.02 Bereavement Leave

- a) The provisions of the Canada Labour Code shall apply to employees. It is understood that owner operators shall be allowed time off from their contractual obligations.
- b) An employed owner operator shall be entitled to 1 day of unpaid special leave for my bereavement not covered in paragraph (a).

13.03 Union Leave

An employee/owner operator who is selected as a delegate pursuant to paragraphs (a) to (d) below shall be entitled to leave without pay for the following:

- a) a constitutional meeting of the Union;
- b) a negotiating committee for the purpose of collective bargaining
- c) a convention of the Canadian Labour Congress or provincial Federation of Labour;
- d) a union education program, including travelling to and from such event.

Recognizing that circumstances may arise whereby a employee/ owner operator is required to serve or work on behalf of the Union, the company agrees, on receipt of reasonable advance notice in writing, to grant leave without pay.

ARTICLE 14

SPECIFIED LEAVE AND SCHEDULED LEAVE ENTITLEMENTS

14.01 Specified Leave Entitlement

The company recognizes the following general holidays:

New Years' Day
 Good Friday
 Victoria Day
 Canada Day
 August Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

- (a) Warehouse employees shall receive the equivalent of the wages they would have received for a normal day's work.
- (b) Drivers, walkers shall be remunerated as per Article 18.

14.02 Scheduled Leave Entitlement

a) An employee/owner operator shall during his/her first five years of service with the Company be entitled annually to absent himself/herself and his/her vehicle from carrying out his/her contractual obligations for a period of up to two (2) weeks. In addition he/she shall not be required to carry out said contractual obligations on any day which is designated as a Specified Leave day except for those customers whom he/she regularly services and who required said service on such days.

b) In respect to an employee/owner operator with over five years service with the Company he/she shall thereafter be entitled to absent himself/herself and his/her

vehicle ~~from~~ carrying out his/her contractual obligations for up to three (3) weeks. In addition he/she shall not be required to carry out his/her obligations on any day or days which are designated as a statutory and/or civic holidays except for those customers which he/she regularly services and who require service on such days. **Provided, however,** that if the employee/owner operator desires to take three (3) weeks in any year he/she shall give the Company reasonable advance notice thereof and it shall be at the Company's sole discretion ~~whether~~ the third week may be taken consecutively with the other two (2) weeks or at some other time.

c) The Company shall have the right to allocate time-off on a rotation basis,

d) In the event that an employee/owner operator wishes to absent himself/herself for vacation purposes in the months of July and August he/she shall, be required to put the Company on notice of the proposed date and duration of such time by the first day of May prior to such vacation period, subject to Article "C" above.

e) For a period, not to exceed twenty (20) business days in one year, the employedowner operator is permitted to substitute another driver for his/her vehicle while on leave, subject to this collective agreement. The replacement must have all appropriate deductions, and payments, as required by law, Such permission shall not be unreasonably denied by the Company. Additional time would be subject to approval by the Union.

In the event that an employee/owner operator wishes to absent himself/herself at any time during the year excluding the months of July and August he/she shall be required to put the Company on notice of such proposed date and duration of such time at least one (1) month (30 days) prior to such period.

ARTICLE 15

MMIT

15.0 Union/ Management Cor

Upon ratification of this collective agreement the Company and the Union shall commence quarterly Union/Management meetings.

Past practice respecting meeting arrangements shall be maintained for the term of the collective agreement.

15.02 Rate Committee

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 Union shall be formed immediately and shall meet **monthly** and at such **additional** other times as shall be agreed upon by **this** committee to **review** the rates **charged** customers by the **Company**. The committee shall consider all rate change proposals **made** by the Union. **The** rising cost of living shall be one of the factors **taken** into account in **determining** whether or not **there** should be a rate increase. **Whenever** possible decisions as to **rate** increases **and** the time of such **rate** increases shall be made during **the meeting** in which the **proposals** are **made**. **Provided** however that the Company reserves the right to take **any** **rate** increase proposal **under** advisement in which case a decision regarding **such** proposal shall be communicated to the **Union members** of the committee 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** employee/owner **operator** being **required** to service it. Accordingly, the Company dispatcher shall **whenever** possible use his/her best efforts to **combine** other calls with such a single call in order to compensate for **such** situations and that **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 **employee/owner** operator shall be obliged to do **all** such calls, unless he/she **exclusively** services **such** client, and **that** the employees/ owner operators **agree** that they will not refuse to handle **such** calls. **Provided**, however, **and** 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 8.02**, and that 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.

ARTICLE 16

DURATION

This Agreement shall come into effect upon ratification and shall remain in effect until September 30, 2009. The **same** shall be deemed to be renewed thereafter **from year to year** unless written notice to negotiate a new agreement **is given** by either **party** to the **other party** during **the period** (120) days prior to **the expiration** date, which period may be waived by either party to expedite **such** discussions, **Within** twenty (20) days after the receipt of **such notice** or within **such additional** time as **may be** mutually agreed **upon**, the representatives of **the** Company **and** of the **Union** shall meet for the purpose of negotiating a new Agreement. While negotiations continue **this** Agreement shall remain in full force and **effect**.

ARTICLE 17

GENERAL

17.01 Colour and Decal Policy

At anytime the company establishes a new paint / colour / logo policy all existing employee/ owner operator vehicles will conform to that policy at the company's cost with no financial loss to the employee/ owner operator.

The company or the customer will pay for all signage for employed owner operator vehicles.

17.02 One Driver One Vehicle

No employed owner operator will be allowed to represent, or act on behalf of, or control another driver/owner operator or their vehicles, Notwithstanding this provision, it is understood and agreed that Article 14.02(e) applies and further that owner operators who currently have more than one vehicle in operation, said vehicles being operated by employees engaged by the owner operator or other category of driver, shall, continue to operate in such a manner and to such a degree Without any violation of this Article.

17.03 Access to Settlement Documents

An employee/owner operator shall be provided reasonable access to their settlement records upon request, subject to Article 8.08. Pay summaries will be available within twenty-four (24) hours of the receipt by the Company of all manifests for a given day, excluding weekends and general holidays.

17.04 Transfer of Company Title or Interest and Mergers

This agreement shall be binding upon the partners thereto, their successors, administrators, executors or assigns, in the event an entire operation or rights are sold, leased, transferred or taken over by sale, such rights shall continue to be subject to the terms and conditions of this collective agreement.

17.05 Union Label

It shall be an acceptable practice for an owner operator to post a Canadian Union of Postal Workers label on the glass area of their vehicle. The size being no more than 3 inches in diameter and not attached to any area which will impair the vision of the driver.

17.06 Picket Line;

The company recognizes the right of members of the Bargaining Unit to refuse to cross a legal picket line. In the event a driver exercises this Right of Refusal they will immediately advise their immediate supervisor.

If such a picket line is established, the Company agrees to meet, at the request of the Union, to discuss any problem raised.

17.07 Helpers

The driver shall be empowered to hire helpers to assist with deliveries under the following conditions:

- a) **Helpers must be bondable and insured.**
- b) **The employed owner operator is responsible for payment of Workers Compensation premiums for his/her helpers.**
- c) **Helpers must be screened by representatives of the company and meet company uniform and image components.**
- d) **Helpers will be members of the collective bargaining unit and pay dues,**

17.08

For purposes of ensuring adequate service levels and fleet/vehicle coverage for its customers and in accordance with the objectives referenced in Article 8.12, the Company may schedule the minimum daily availability of Owner Operators/Employees and will, where possible, consult with the Union prior to scheduling continuing changes.

ARTICLE 18

Remuneration and Benefits

18.01 Minimum Expectancy Benchmark

- a) **The Minimum Expectancy Benchmark is defined as the amount that it is expected the Driver/Walker will make for providing their services on a full working day basis.**
- b) **After three (3) months engagement or employment, Employees/Owner Operators and Walkers shall have the right to request that the Rate Committee undertake a review and assessment of their revenues or earnings where such fall below the following Minimum Expectancy Benchmarks:**

Vehicle Type	Daily Commission Level
--------------	------------------------

Cars/Mini-vans	\$75.00
Vans/Pick-ups	\$80.00
Walkers	\$60.00
Cartage	\$125.00

- c) **This will take effect after the signing of the collective agreement to allow the committee to work with the low earners and the committee can establish the guidelines to work under.**
- d) **The Committee shall, determine the reason and causes behind an instance where an individual's revenues or earnings fall below the monthly Expectancy Benchmark based on a calculation of the per diem rate multiplied by the actual complete days worked. Calculations are based on the Employees/Owner Operators being available to work on each complete business day of the month and measured and applied against the resulting monthly total. However, the Employees/Owner Operators on leave approved for under this collective agreement or absent not more than two days during the month will receive a pro-rated Minimum Expectancy Benchmark. The Committee shall recommend appropriate corrective action including revenue or wage adjustments up to and including the daily Expectancy Benchmark as required in specific cases. It is understood and agreed that minority recommendations respecting revenue or wage adjustments, by at least one-half (1/2) of the Committee members, may be, if not accepted by the District Manager or designate, referred to the grievance/arbitration process under the collective agreement.**

18.02 Wage Schedule

a) Wage Schedule-- Owner Operators

Effective *November I, 2006* the following shall come into effect. **Owner operator present commission rates shall be increased by one per cent (1%). The minimum commission rate shall be increased from 58% to 59%.**

b) Wage Schedule – Warehouse Worker

Effective *November I, 2005* the warehouse worker(s) wage shall be \$9.27 per hour,

Effective *November 1, 2006* the warehouse worker(s) wage shall be \$9.55 per hour.

Effective November 1, 2007 the warehouse worker(s) wage shall be \$9.84 per hour.

Effective November 1, 2008 the warehouse workers(s) wage shall be \$10.13 per hour.

c) Wage Schedule – Hospital Walker

*Effective May1, 2006 hospital walker(s) wages shall be \$9.01 per hour,
 Effective May1, 2007 hospital walker(s) wages shall be \$9.28 per hour.
 Effective May1, 2008 hospital walker(s) wages shall be \$9.56 per hour.*

18.03 Uniforms

Effective January 1, 2006 the cost of uniforms supplied by the Company shall be on a (50/50) cost share basis to a maximum of \$100.00 per year paid by the Company in each year of the collective agreement,

18.04 Remuneration for Specified Leave Entitlement

a) Remuneration for Specified Leave Entitlement

Owner Operators shall be entitled to Special Leave at the rate of \$55.00 per day for each of the ten (10) Specified Leave days, said entitlement in accordance with the conditions contained in the Canada Labour Code, Part III, Division V.

b) Walkers will continue to receive payment for Statutory Holidays in accordance with the present practice.

18.05 Scheduled Leave

Owner Operators shall receive Special Leave entitlement of four percent (4%) of their annual adjusted commission earnings up to and including their fifth year of engagement and six percent (6%) of their annual adjusted commission earnings after being engaged for five complete years. The payment of Special Leave entitlement may be paid out on the owner operator's monthly settlement upon request. Such a request must be made between November 15 and December 15 and will take effect beginning January 1st of the following year. In the absence of such a request the present practice will continue in respect to the payment of Special Leave entitlements.

New employees will be advised by the Company of the two options mentioned above and will be required to make a choice of the time of hiring.

18.06 *New classifications within the bargaining unit, not currently covered under the provisions of Article 11.01(b) created during the term of the collective agreement will be subject to negotiations between the Company and the Union with respect to settlement provisions and working conditions; and in the event the parties cannot agree, the matter may be referred to the grievance and arbitration process.*

ARTICLE 19

Charges

Current charges and practices for **communications equipment and Cargo Insurance/Bonding** shall be maintained for the term of the **Collective Agreement**. Prior to the future introduction of new communication equipment/technology, the Company **agrees** to consult with the Union.

Dated this day of *Dec 20*, 2005.

FOR THE UNION

Thelma Raabel

Susan Southern

Red [unclear]

[unclear]

FOR THE COMPANY

Sham Masland

Letter of Understanding#1***Rate Increases***

The Company commits to making every effort to obtain a six (6) per cent rate increase as of November 1st, 2005 or sooner excluding all contract customers and National Accounts Contract. Contract customers and National accounts will be increased as per their agreements on an annual basis. In the event there is resistance from the client and/or the driver servicing such client in regards to the rate increase, the rate committee will meet to discuss the outcome and issue a ruling. In each year of the collective agreement the Company will make every effort to obtain a rate increase of no less than four (4) per cent from all customers not on pre-negotiated agreements.

Letter of Understanding # 2

Driver Overpayments

Dynamex agrees to inform owner operators in advance of recovery of any overpayments.

If the amount of the overpayment is \$50.00 or over and less than \$500.00 a repayment plan shall be agreed to over a maximum of ten (10) pay periods.

If the amount of the overpayment is \$500.00 or greater, the rate committee shall meet to establish a repayment plan.

In the event an owner operator leaves the Company, the Company will deduct all remaining amounts from the final settlement cheque.

*Letter of Understanding # 3**Fuel Prices*

In order to offset fuel price increases to owner operators the Company has negotiated a fuel surcharge with the majority of its customers. The purpose of the surcharge is to ensure that all owner operators are protected against additional costs due to fuel price increases.

In the event the fuel surcharge due to individual circumstances does not offset the effect of fuel price increases, the rate committee shall meet to ensure that an adjustment is agreed upon that will ensure that the owner operator is compensated fairly.

*Letter of Understanding # 4*ii Bonus

The Company agrees that \$10,000.00 in total shall be distributed among employees as a signing bonus.

The Company will provide a list of owner operators/employees who are employed/engaged by the Company on the date the collective agreement is signed.

The Union will provide a list of workers that are to receive a portion of the \$10,000.00 and the amount each employee is to receive. Once the list is provided by the Union, the money shall be paid to the workers within thirty (30) days.

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