



Collective Agreement

Between

**DYNAMEX CANADA LIMITED
Saskatoon and Winnipeg Branches**

and

THE CANADIAN UNION OF POSTAL WORKERS

December 5, 2012 – December 4, 2017

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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 Limited 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, bikers 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 specifically specified.

Article 3

Recognition

3.01 Sole and Exclusive Bargaining Agent

The Company recognized that the Union is the sole and exclusive bargaining agent for all employee/owner operators covered under the bargaining certificate issued to the Union.

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 new Owner Operator engaged by the Company from the date of signing of this collective agreement shall, as a condition of his/her engagement, be 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 this 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.

The parties acknowledge the existence of Owner Operator Agreements signed between the Company and Owner Operators prior to the coming into force of this collective agreement but agree that any Clause (s) of such agreements are null and void if they conflict in any way with any of the provisions of the collective agreement.

All new Owner Operators shall be considered as probationary for the first 90 calendar days of their engagement. There shall be no responsibility on the part of the Company in respect of probationary Owner Operators should their contract be terminated during this probationary period. The Company shall inform the Owner Operator and the Union in writing of the reasons for terminating the contract during the probationary period.

Article 4

Discrimination

4.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or stronger disciplinary action exercised or practiced 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 offense 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 members of the bargaining unit. This 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/engagement 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 amount 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 employee / owner 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 employee / owner 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 employment/engagement.

(b) Employee / Owner Operators

The Company agrees to acquaint new employee / owner operators with the fact that a Collective Agreement is in effect and provide them with a current Collective Agreement. On the first day of work, the designated company representative shall provide new employees' / owner-operators' with a copy of the collective agreement and advise him/her of the Officers/Shop Stewards of the Union.

The Company shall give without delay to the newly appointed employee / owner-operator as well as to the Union a copy of the Notice of Change form.

The Company 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.

During the first week of work of new employees / owner-operators, the Steward or his/her alternate shall be allowed during the hours of work a period of fifteen (15) minutes to confer with them. It is understood that the time spent for meeting new employees / owner operators shall be considered as time worked for the Steward.

5.08 Information Essential to the Union

The Company shall provide the Union with written copies of procedures, rules and regulations that affect working conditions or conditions of employment of employees / owner operators in the bargaining unit.

5.09 Notification of the Union

Whenever one of the events described in Appendix "B" occurs, the Company agrees to provide, without delay but within fifteen (15) calendar days, the national and local Union with a copy of the form duly completed.

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 employee / owner operators, the Officers of the Union shall instruct the employee / owner operators to return to service. The Company agrees that there will be no lockout of employee / owner 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 employee / owner 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 employees / owner operators hired/engaged 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

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.

7.05 Union Education Fund

The Company agrees to pay to the Union .075% of all earnings paid to members of the bargaining unit (**Winnipeg only**) for the purpose of establishing and maintaining a Union education fund.

Article 8

Company Rights in Respect to Employees / Owner Operators

8.01 The Company's rights in respect of all employee / owner operators 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 any 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 Operators 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 regulation not inconsistent with the provisions of this 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 employee / 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 six (6) 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 / she shall fail to surrender the said equipment, the parties hereby acknowledge that the Company will suffer damage by his / her 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 percentile 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

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 employee / 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 employee / 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 and their attendance shall be considered as time worked and paid at the rate of \$15.00 / hour. 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 rejects 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, the Company may hire/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 employees / owner operators 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 / her 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 employee / owner operator for no personal or other purposes whatsoever and shall be forthwith paid over by such employees / owner operators 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 employee / owner operators as possible.

8.13 The employee / 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 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 **Voluntary Termination by an Employee / Owner Operator**

In the event that an employee / 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 (14th) day the termination shall be effective.

8.15 **Accounting as Between the Company and an Employee / Owner Operator**

It is understood and acknowledged that an employee / owner operator is paid for services rendered hereunder for each working period from the first (1st) to the fifteenth (15th) 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 (16th) day to and including the last day of the month he / she is paid on the fifteenth (15th) day of the month following. If the fifteenth (15th) day of the month following falls on a Saturday, Sunday or holiday, he / she is paid on the working day preceding 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 employee / owner 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 (b) 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 driver to price his / her bills.
- (b)** Give to the employees / owner operators a settlement report detailing all work performed by the employee / owner operator and the associated settlement which is the net transportation portion of the rate charged the client. In addition, the "rate committee" will have access to customer rates and contracts; the purpose being to confirm that Owner Operators are being paid in accordance with the Collective Agreement.
- (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 employees / owner 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 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 employee / owner 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 trademarks 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 an employee / owner operator to comply strictly with the terms of this paragraph.

- 8.21** The employee / owner operator agrees that he / she 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 employee / owner 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 government authority.

Article 9

Grievance Procedure

9.01 Grievance

Any complaint, disagreement, or difference of opinion between the Company, the Union or the employee / owner operator 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 arbitral or not, shall be considered as a grievance and shall be settled as hereinafter provided.

An authorized representative of the Union or the Company may present a policy grievance in order to obtain a declaratory decision. A policy grievance may be presented in the following cases:

- (a)** where there is a disagreement between the Company and the Union concerning the interpretation or the application of the collective agreement;
- (b)** where the Union is of the opinion that a policy, directive, regulation, instruction or communication of the Company has or will have the effect of contravening any provision of the collective agreement, or causing prejudice to employees of the Union or of being unjust or unfair to them.

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.

9.04 The Union Steward shall have the right to investigate 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 working hours.

Whenever a Union Steward decides to investigate a grievance, he/she shall seek permission from the designated company representative. It is understood that this right shall be granted during the Union steward's shift, or at the latest, at the start of his/her

following shift. Time spent investigating grievances shall be considered as time worked and the Union steward will be compensated at a flat rate of \$15.00 / hour.

9.05 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 an 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.

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

9.07 Time Limit on Grievance

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 15th working day after the day 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.

9.08 Description of the Grievance

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, endeavor 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.

9.09 Codification and Copies of Grievances

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.

9.10 Grievance Meeting

Upon receipt of a grievance, the branch manager or his/her representative shall contact the authorized Union representative to schedule a grievance meeting in order to discuss and attempt to resolve grievances. Such meetings should be agreed to mutually to ensure there is no delay in the resolution of grievances. The bargaining unit member attending grievances shall be compensated at the rate of \$15.00 / hour to a maximum of 4 hours.

9.11 Company's Reply

Within fifteen (15) working days after receipt of the grievance the Company shall submit to the Local Union a written response to the grievance.

9.12 Withdrawal of Grievances

The Union may, by written notice, withdraw a grievance at any time and it is agreed that once the grievance has been withdrawn it may not be re-submitted to arbitration. The withdrawal of a grievance shall not prejudice the position of the Union on any other grievance of a similar nature.

9.13 Right to Arbitration

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

9.14 List of Arbitrators

Grievances submitted to arbitration shall be heard by one of the following arbitrators listed below in rotation order:

Diane E. Jones, Q.C.

Gavin Wood

9.15 General Powers of the 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, including but not limited to those respecting time limits.

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 arbitral 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.

9.16 Final Decision

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.

9.17 Costs of Arbitrators

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

Article 10

Discipline, Suspension and Discharge

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.
- (c)** The company agrees to notify the Local and Regional offices of the Union within 2 working days when a termination of employment/engagement is imposed on a member of the bargaining unit. A working day is defined as Monday to Friday excluding statutory holidays.

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 on 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 shall be withdrawn from that personal file after a period of twelve (12) months from the date of the alleged infraction, provided there has been no re-occurrence of an infraction of the same or similar nature during that twelve (12) month period.
- (d) 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 employee / owner operator in the presence of an authorized representative of the Company.

10.04 Interviews

- (a) In the event the Company decides to interview an employee / owner operator, the Company agrees to notify the employee / owner operator in writing twenty-four (24) hours in advance of the interview and to indicate:
 - (i) his or her right to be accompanied by a union representative as specified in Clause 10.05;
 - (ii) the purpose of the meeting, including whether it involves the employee's / owner-operator's personal file;
 - (iii) that if the employee's / owner operator's personal file is to be considered during the interview, the employee / owner operator and/or his or her union representative, the latter with the employee's / owner-operator's permission, shall, before the meeting, have access to this file in accordance with Clause 10.03.
 - (iv) the attendance of the union representative shall be without loss of income and time spent at such meetings shall be considered as time worked and the bargaining unit union representative shall be compensated at the rate of \$15.00 / hour.
- (b) The employee / owner-operator has the right to refuse to participate or continue to participate in such interview unless he or she has received the notice hereinabove provided for.

- (c) If the employee / owner-operator fails to appear at the interview and does not explain his or her inability to do so, the company shall proceed unilaterally.

Nothing in this provision precludes the imposition of a 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.

10.05 Right to Representation

An employee / owner 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

Seniority – Postings

11.01 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 six (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 three (3) separate seniority lists.

Owner Operator Drivers
Walkers, Bikers
Warehouse Employee / Helpers

- (c)** An employee / owner operator can only be on one (1) seniority list at any time.
- (d)** Copies of seniority lists shall be posted on the Union bulletin board on a monthly basis.
- (e)** Copies shall be sent to the Local Union on a monthly basis.
- (f)** The seniority lists submitted to the Union shall include addresses, telephone numbers and driver numbers of the employees / owner operators covered by the Collective Agreement.

11.02 Dedicated/Scheduled Work (Postings)

Dedicated/scheduled work is posted work of a continuing and regular nature. Postings will include rates and relevant information concerning the assignment. Subject to Article 11.11, existing Dedicated/Scheduled work will not be re-posted.

The company agrees that dedicated/scheduled work with a value of \$25.00 or more, shall be posted for bid in a conspicuous location to be agreed upon by the Union and the Company, at least ten (10) days prior to permanent assignment of such work by the Company. This bidding process shall also apply for vacant work referred to in clause 11.07 and 11.10.

The notice referred to above shall also be paged daily to the drivers during these periods. Any member of the Union who wishes to bid on such work shall submit his / her application in writing to the Company within the applicable time period.

If a member of the Union is taking a leave of absence and wishes to be notified of these postings during the leave period, they must inform the Company of such along with a phone number where they can be reached.

The Company shall then assign such work upon a consideration of seniority, capability for the work, the vehicle required for such work, convenience, training for such work, 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.

In the event of the Company transferring a member from dedicated/scheduled work and thereby creating a vacancy, the Company shall observe the above outlined procedures for the purposes of assignment of such work. In the further event of the Company requiring work to be filled immediately the Company shall be at liberty to assign such

work on an emergency and temporary basis until such time as the above procedures can be observed and the work can be assigned on a permanent basis.

11.03 Once a run / route has been assigned to an employee / owner operator, the Company shall not unilaterally transfer such work to another employee / owner operator without "Just Cause." The Company and the Union 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," and may be referred to the grievance/arbitration procedure for final resolution:

- (a) The customer requests that the employee / owner operator be replaced.
- (b) It is evident that the customer 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 employee / owner operator fails to promptly rectify the complaint and do all things reasonably necessary to ensure that there will be no reoccurrences of such complaint.

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

Proviso: The Company and the Union agree that occurrences of the nature described herein will require assessment and response on a case by case basis and may result in removal of specific accounts / calls from the run / route, the reorganization of the run/route, or the transfer of the run / route in its entirety. Prior to removing an employee / owner operator from an account, the company will meet with the employee / owner operator concerned and his/her Union representative to discuss the details of the complaint in an attempt to resolve the concerns expressed by the customer and all relevant documentation shall be provided to the employee / owner operator and his/her Union representative.

Pursuant to the provisions provided for above, it is agreed that the employee / owner operator and the Union will be notified 24 hours in advance of the above noted meeting and transfer of work. The company may assign another employee / owner operator to cover the account for a period not to exceed 3 days.

11.04 On Demand/Messenger Work

- (a) 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 employee / owner operator's availability and route. In the event of a dispute between the Company and the Union, the same shall be subject to a grievance.

- (b)** In respect to fair and equal distribution of work, the company agrees to supply all relevant information to the Union upon request.
 - (c)** 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 rotation 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.
- 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 account, 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 / owner operator's availability and run / 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, the same shall be subject to grievance.
- 11.07** Permanent vacancies will be posted. Such vacancies shall be awarded by seniority first within the classification and then within the bargaining unit provided the senior person has the qualifications and the required equipment operating in the fleet at the time of posting. 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 postings:
- (a)** If a posting is terminated, the displaced employee / owner operator is entitled to displace an employee / owner operator with the least seniority on the On-Demand board.
 - (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 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/engaged until all employees / owner operators on the seniority list have had an opportunity to bid on all postings runs / routes.
- (d) The Company will devote its best efforts toward keeping employees / owner operators engaged in providing services.

11.09 Definitions

Various calls – deliveries to multiple addresses from 1 scheduled pick-up

11.10 Relief

When a temporary vacancy occurs on posted work, the Company will observe the following order in assigning relief coverage;

1. Trained and qualified relief (back up driver) Owner Operator assigned
2. Assignment by seniority within the applicable classification
3. General Seniority

All Owner Operators on the relief (back up driver) list at date of ratification will retain their position.

11.11 Run/Route Restructure

The restructuring and realignment of runs / routes, 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 Clause 11.02 and shall be the subject of consultation in accordance with Clause 3.02.

It is understood that the incumbent will have first right of refusal to comply with the changes and retain the work.

Article 12

Health & Safety

12.01 Joint Health & Safety Committee

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 in accordance with the following provisions:

- (a) A local Joint Health & Safety Committee shall be established. Its composition shall be as follows: Two (2) management representatives appointed by the Company and two (2) Union representatives appointed by the Union.
 - (i) The Committee shall meet a minimum of once every month on Company premises to discuss health and safety issues that may concern both parties.
 - (ii) The provision of the Canada Labour Code Part II shall apply to this Committee.
 - (iii) Each Union Representative of the Committee shall be paid at the rate of \$15.00 / hour for time spent fulfilling their responsibilities.
 - (iv) Any other person may attend the meeting(s) upon invitation by the Committee.
 - (v) The Company will keep records of the Committee meetings and provide copies to the Local Union.

12.02 Right to Refuse

- (a) An employee / owner operator has the right to refuse to do particular work if they have reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another employee / owner operator.

When the employee / owner operator refuses to do particular work in accordance with (a):

- (i) They shall inform their supervisor and the Union Representative without delay.
- (ii) Until the situation giving rise to refusal to work is corrected, the employee / owner operator shall be assigned to other work and the employee / owner operator not suffer any loss of wages due to the incident.

- (iii) Until the situation is remedied no other employee / owner operator will be assigned to use the machine, apparatus, material or object or assignment call which is subject to the investigation, until they have been advised of the refusal of the employee / owner operator concerned.
- (iv) As soon as the Company is informed by the employee / owner operator, it shall ensure that the necessary investigation, inspections and analyses of the situation giving rise to the refusal to work be conducted, they shall be conducted in the presence of a non-managerial member of the Joint Health & Safety Committee.

12.03 Health & Safety Training

The Company agrees to meet any health and safety training requirements and expenses as per statute.

Article 13

Leaves of Absence

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

For the purpose of this Clause, immediate family is defined as per the Canada Labour Code.

- (a) Where a member of his / her immediate family dies, an employee / owner operator shall be entitled to a maximum of three (3) days' leave at the employee / owner operator Specified Leave Rate rate.
- (b) An employee / owner operator shall be entitled to one (1) day of unpaid special leave for any 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 traveling to and from such an event.

Recognizing that circumstances may arise whereby an 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

General Holiday and Vacation Leave Entitlement for Employees

14.01 General Holidays

The Company recognizes the following general holidays:

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

- (a)** Warehouse and Hourly employees will be remunerated in accordance with Article 22.01.
- (b)** Commissioned Walkers and Bikers shall be remunerated as per Article 18.03.

14.02 Vacation Leave for Employees

Warehouse, Bikers and Walkers will be entitled to vacation leave as per the following:

- A. 1 – 4 completed years of service – 2 weeks (10 business days)
- B. 5 – 15 completed years of service = 3 weeks (15 business days)
- C. 16+ completed years of service = 4 weeks (20 business days)

Warehouse and Hourly Employees will be remunerated as follows:

- A. 4% (1-4 completed years of service)
- B. 6% (5-15 completed years of service)
- C. 8% (16+ completed years of service)

Commissioned Bikers and Walkers will be remunerated in accordance with Article 18.02

14.03 Specified Leave for Owner Operators

Owner Operators will be entitled to 10 specified leave days per calendar year. Specified Leave days can be booked at any time throughout the course of the year with mutual consent from the Company. Consent will not be unreasonably withheld. Owner Operators will be remunerated in accordance with article 18.04. The request form provided (Appendix “E”) for the specified leave days will include the 10 non-operating days as the default.

14.04 Out of Service Entitlement for Owner Operators

Owner Operators will be entitled to absent himself / herself from carrying out contractual obligations as per the following:

- A. 1-4 completed years of service = 30 business days (20 days unpaid)
- B. 5-15 completed years of service = 35 business days (20 days unpaid)
- C. 16 + years of service = 40 business days (20 days unpaid)

Owner Operators will be remunerated in accordance with article 18.05.

Article 15

15.01 Union / Management Committee

Upon ratification of this Collective Agreement the Company and the Union shall commence quarterly Union / Management meetings.

The Company agrees to participate with the Union in establishing joint Union / Management committees to address issues of mutual interest.

The Company shall pay \$15.00 / hour for the two (2) employees' / owner operator's time spent at Union / Management meetings to a maximum of four (4) hours per meeting.

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 to 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 services 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 right 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 be effective from the day on which the collective agreement is ratified (December 5, 2012) and shall remain in force for five (5) years from that date. The present collective agreement shall remain in full force and effect until the signing of a new collective agreement or until the requirements of section 89 (1) of the Canada Labour Code have been met.

Either party to this agreement may, within four (4) months immediately preceding the date of expiration of the term of the collective agreement, by notice, require the other party to commence collective bargaining. Within twenty (20) working days after notice to bargain has been given, the parties shall enter into negotiations.

Article 17

General

17.01 Colour and Decal Policy

At any time the Company establishes a new paint / colour / logo policy all existing employee / owner operator's 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 employee / owner operator vehicles.

17.02 One Driver One Vehicle

No employee / owner operator will be allowed to represent, or act on behalf of, or control another driver / owner operator or their vehicles except as provided for in Article 14.02 (e).

17.03 Access to Settlement Documents

An employee / owner operator shall be provided reasonable access to their settlement records upon request.

17.04 Transfer of Company Title or Interest or 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 a driver to post a Canadian Union of Postal Workers label on the glass area of their vehicle. The size being no more than three (3) inches in diameter and not attached to any area which will impair the vision of the driver.

17.06 Picket Lines

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 Workers Compensation Coverage

Winnipeg

The Company will pay 100% employee / owner operator Workers Compensation Board premiums and / or any plan mutually agreed upon.

Saskatoon

The Company will deduct from each settlement, the applicable WCB premiums from the owner operators as assessed by the province annually.

17.08 Helpers

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

- (a) Helpers must be bondable and insured.
- (b) The employee / 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.

17.09 Vehicle Inspections

For commercial vehicles defined as any vehicle with a gross weight of 4500kg or more, the company will pay the full cost of the vehicle inspections (excluding any necessary repairs that may arise from these inspections) requested by the company for its' compliance policy. In addition, the company will pay for the annual safety required (excluding any repairs that may arise from this inspection).

The company further agrees to provide each affected owner-operator up to four days of replacement vehicle rental per year for the purpose of having vehicle inspections completed. It is understood that the company will pay the cost of the daily rental and “basic insurance” for the rental vehicle and the owner-operator shall be responsible for the gasoline/fuel expense.

The Owner Operator will comply with the Company’s National Compliance Policy which includes the completion and timely submission of all required records. The Company agrees not to change the Policy during the term of the Collective Agreement without agreement of the Union.

Article 18

Remuneration

18.01 Minimum Expectancy Benchmark

- (a) The Minimum Expectancy Benchmark is defined as the amount that it is expected the Driver / Walker / Biker will make for providing their services on a full working day basis. A full working day is defined by all appropriate statutes as applicable to employees and owner-operators:

Vehicle Type	Daily Commission Levels		
	Dec. 5/12	Year 3	Year 5
Cars/Mini Vans/1/4 Ton	\$ 120.75	\$ 123.16	\$ 125.62
Cargo Vans	\$ 126.50	\$ 129.03	\$ 131.61
Walkers / Bikers	\$ 97.75	\$ 99.70	\$ 101.69
Cartage	\$ 189.70	\$ 193.49	\$ 197.35

It is understood that the minimum expectancy benchmarks are designed to compensate Owner Operators for their fixed costs in the event there is a shortage of commissionable revenue to meet these requirements. Should an Owner Operator refuse work that does not fall under the provision of Article 12.02, that particular day will be deemed ineligible for benchmarking and the monthly earnings will be prorated.

- (b) The company agrees to provide the Union on a monthly basis with a listing of those employees / owner-operators who have not achieved the minimum expectancy benchmark over the previous month. An employee / owner-operator who has completed 3 months or more of employment / engagement shall have the right to request a review of their revenues or earnings where such fall below the applicable minimum expectancy benchmark. For greater certainty, the parties agree that the minimum expectancy benchmark reviews will not take place prior to the first review of fleet reconfigurations under Clause 20.02.

(c) The Union and the Company shall determine the reasons 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 complete days worked. Calculations are based on the employee / owner-operators being available to work on each business day of the month measured and applied against the resulting monthly total. However, employees / owner-operators on leave approved for under this collective agreement or absent not more than 2 days during the month will receive a pro-rated minimum expectancy benchmark. Corrective action including revenue or wage adjustments will be implemented as required and it is agreed that disputes concerning same may be the subject of a grievance in accordance with this collective agreement.

(d) Revenue or wage adjustment calculations will be based on the following example:

Car Minimum Expectancy Benchmark = \$105.00/Day
Number of Actual Days Worked in the Month = 19
Adjusted Minimum Expectancy Benchmark = 19 x \$105.00 = \$1,995.00

Driver Actual Earnings = \$1,650.00
Adjustment = \$345.00

18.02 Vacation Leave Pay for Commissioned Bikers and Walkers

(a) The annual leave year shall be defined as January 1 to December 31 each year.

(b) The Company agrees to pay annual leave settlement to employees as follows:

(i) Annual leave settlement for those employees who have up to five (5) years of service will be at the rate of four per cent (4%) of their gross settlement.

(ii) Annual leave settlement for those employees who have five (5) or more years of service will be at the rate of six per cent (6%) of their gross settlement.

(iii) Effective January 1, 2008, annual leave settlement for those employees who have sixteen (16) or more years of service will be at the rate of eight per cent (8%) of their gross settlement.

(c) All annual leave settlements shall be paid to the employee through one of the following options:

(i) by separate cheque within five (5) working days of the settlement date for the first settlement period ending in January,

- (ii) the employee will notify the employer by December 1st if they wish to receive their annual leave settlement at a time other than that specified in point (i). In such case, he/she shall receive his/her annual leave settlement subject to providing the company with one (1) pay periods' notice. It is agreed by the parties that there shall not be more than 2 payments for annual leave settlement during a calendar year.

18.03 General Holiday Pay for Commissioned Employees

- (a) For each General Holiday defined in Clause 14.02, Commissioned Employees shall receive compensation calculated on the basis of the minimum hourly wage in their respective Province (as updated from time to time) multiplied by nine (9) hours. (Example: Oct. 1/12 minimum wage in Manitoba of \$10.25 / hour x 9 hours = \$92.25)

It is understood that a Commissioned employee must provide service on the business day immediately preceding and following the General Holiday in order to be entitled to pay for the day unless the employee is on vacation.

18.04 Remuneration for Owner Operator Specified Leave Entitlement

Owner Operators shall receive payment calculated on the basis of the minimum hourly wage (as updated from time to time) multiplied by (9), or 60% of the minimum expectancy benchmark. Whichever is greater.

(Example: Oct 1/2012 minimum wage rate of \$10.25 / hour X 9 hours = \$92.25). It is agreed that this amount is universal for all Owner Operators.

OR

(Example: cars = \$120.75 X 60% = \$72.45)

Example above results in \$92.25 paid to the Owner Operator.

18.05 Remuneration for Owner Operator Out of Service Entitlements

Out of service entitlements shall be defined as January 1 to December 31 each year.

The company agrees to pay out of service entitlements to owner operators as follows:

- (i) Owner operators who have up to five (5) years of service will be at the rate of four per cent (4%) of their gross settlement.
- (ii) Owner operators who have five (5) or more years of service will be at the rate of six per cent (6%) of their gross settlement.
- (iii) Owner operators who have sixteen (16) or more years of service will be at the rate of 8 per cent (8%) of their gross settlement.
- (iv) All Out of Service entitlements shall be paid to the Owner operator through one of the following options:

- a. By separate cheque within five (5) working days of the settlement date for the first settlement period ending in January
- b. The Owner-Operator will notify the employer by December 1st if they wish to receive their annual out of service entitlement at a time other than that specified in point (a). The Owner Operator will provide the company with a minimum of one (1) pay periods' notice. It is agreed by the parties that there shall not be more than 2 payments for annual out of service settlement during a calendar year.

Article 19

Uniforms & Communication Devices

19.01 Uniforms

- (a) The Company agrees to discount the price of uniform purchases by \$50.00 each year over the term of the collective agreement for each Employee / Owner-Operator. It is further understood that an employee/owner operator may utilize up to a \$250.00 maximum during the term of the collective agreement in any one year. This provision is accessible to employees/owner operators once they have completed 6 months of continuous service with the company.
- (b) The quality of the uniform provided to employees / owner-operators shall be subject to mutual agreement between the parties.
- (c) The company agrees to assume responsibility for alterations required to the uniforms of female employees / owner-operators.

19.02 Communication Devices

The Company agrees that the maximum monthly deduction for the communication device shall not exceed \$55.00. The maximum monthly deduction for the Grand & Toy PDA device shall not exceed \$35.00.

The company agrees that the introduction of any new technology will not result in any deduction increases to couriers and further agrees to consult with the Union prior to implementation of any new technology. Any savings realized by the implementation of new technology shall be extended to the affected employees/owner operators.

The Company further agrees that there shall be no charge levied against employees / owner-operators for pagers.

Owner Operators are required to carry Company approved communication devices.

December 5, 2012

Winnipeg - \$53.50/mo. Saskatoon - \$53.50/mo.

December 5, 2013

Winnipeg - \$48.50/mo. Saskatoon - \$48.50/mo.

December 5, 2015

Winnipeg - 43.50/mo. Saskatoon - \$43.50/mo.

Article 20

Fleet Reconfiguration & Work Distribution

- 20.01** During negotiations of this collective agreement, the parties agreed, that as a matter of principle, fleet reconfigurations, including reductions in the numbers within classifications, low driver earnings and work distribution all need to be reviewed and resolved in a cooperative and consultative manner. The parties therefore agree to work together in accordance with the collective agreement to review and implement such reconfigurations.
- 20.02** To accomplish the foregoing, the parties agree to meet as required to review issues relating to fleet capacity and work allocation including reconfiguration of the fleet and the restructuring of scheduled runs/routes. Said review(s) will include the consideration of the allocation and distribution of work that results from contract cancellations/lay off and of new work acquired by the Company, and shall further take into account service requirements, customer specifications and preferences, existing run/route configurations, owner-operator / employee availability and capacity and earnings targets. It is further agreed that the parties may meet more frequently as needs or opportunities arise and to share all relevant information in accordance with Clause 11.04 of the collective agreement.
- 20.03** It is understood and agreed that should the review or restructuring cited above identify work that meets the definitions contained in Clause 11.02, such work will be posted in accordance with the procedures laid out therein.
- 20.04** The company agrees that the employees / owner-operators designated by the Union to work on the restructuring process listed above (to a maximum of 2) shall be compensated at the rate of \$15.00 / hour for all time spent.
- 20.05** The parties agree, that despite their best efforts, disputes may arise in the implementation of the above noted provisions which may be referred to the grievance/arbitration procedure for final determination.

Article 21

Employment / Engagement / Security

21.01 Procedures for Contract Cancellations / Lay-Offs

In accordance with the provisions of article 8.03, it is the exclusive function of the Company to increase and decrease the workforce and generally to manage and operate the Company.

In exercising said functions, it is understood and agreed that the Company shall have the sole and exclusive right to determine the need for contract cancellations in respect of owner-operators and/or lay-offs in respect of employees and the number and

classification of same. The following shall be recognized as classifications for the purposes of this article:

- (i) Walkers/Bikers
- (ii) Cars
- (iii) Mini-Vans / Trucks / Cargo Vans (Up to and including 4499 kg GVW)
- (iv) Cube Van / Dock Level Trucks (4500 kg and over GVW)

The Company agrees not to eliminate or delete any of the above noted classifications without the agreement of the Union.

Following the determination of numbers and classifications to be affected, the Company shall identify owner-operators whose contracts are to be cancelled or employees that are to be laid off, by reverse order of seniority.

21.02 Notice of Contract Cancellation or Lay-Off

- (a) The Company agrees to provide the Union with written notice at least three (3) weeks prior to the effective date of any contract cancellation or lay-off, said notice to include the name, seniority classification and vehicle type, if applicable of the owner-operator to be affected.
- (b) In respect of the cancellation of the contracts of owner-operators, the Company shall provide the owner-operator with two (2) working weeks' notice in writing.
- (c) The owner-operator that has been identified for contract cancellation shall be entitled to change their vehicle classification in order to continue engagement with the company if they so choose.
- (d) In the event the owner-operator is unable to change vehicle classification prior to the end of the 2 week period referred to in Clause (c) above, they shall be on lay-off for a period not to exceed 18 months.
- (e) The owner-operator on lay-off shall continue to accumulate seniority during the period of their lay-off.
- (f) In the event the owner-operator acquires a change of vehicle classification during the period of their lay-off, he/she shall be entitled to be recalled to engagement in order of seniority prior to the Company hiring any new owner-operators in the vehicle classification concerned or to bump the most junior owner-operator in the vehicle classification concerned, excluding dedicated owner-operators.
- (g) Should the owner-operator not return to engagement following the expiration of the 18 month period of lay-off, they shall be considered as having had their

contract cancelled and the Company shall have no further obligation or liability to that owner-operator.

- (h) The company agrees not to invoke any of the provisions of lay-off or contract cancellation until completing the initial provisions of Clause 20.02 of the collective agreement.

Article 22

Compensation

Employees are paid based on an hourly wage.

On demand work is paid on the basis of commissions.

Dedicated/Scheduled work is paid based on the terms of the posting(s).

22.01 Wages

All payments/increases will be effective the first pay period following the specified dates outlined below:

Classification
(where applicable)

	Dec. 5, 2012	Feb 1, 2013
Hospital Walker (Hrly)	\$ 11.99	\$ 12.59
Warehouse Worker	\$ 12.35	\$ 12.95
Warehouse Lead hand	\$ 12.91	\$ 13.51
Dispatcher	\$ 13.92	\$ 14.52
CSR	\$ 12.69	\$ 13.29

Beginning on Feb 1st 2014, the CPI escalator will apply for the duration of the CBA.

The hourly wages listed above shall be adjusted annually by the equivalent increase in the Consumer Price Index for Manitoba/Saskatchewan. (All items), as published by Statistics Canada, measured from February to January for each year of this collective agreement. Any adjustment made to wages will be calculated and appear on the last scheduled payday in March following the measurement period, and such pay will be retroactive to the February 1st.

22.02

Commissions

Effective the date of signing of this collective agreement, the following minimum commission rates will be established for new couriers hired by the company:

Cars (Winnipeg)	60%
Cars (Saskatoon)	61%
Mini Vans/Trucks/Cargo Vans	62%
Cube Van/Dock Level Trucks	64%

The fuel surcharge will be paid to owner operators based on their applicable commission rate.

The economic remuneration to the Owner Operators in this agreement reflects "TOTAL COMPENSATION" and reflects the "MAXIMUM" payouts required by the Company for the Owner Operator's wage, equipment use, and benefits, both contractual and statutory. The gross compensation provided to the Owner Operators by virtue of this agreement is all inclusive and therefore includes all monies deemed to be owed to the Owner Operator or required to be paid on behalf of the Owner Operator under any Provincial or Federal statute or regulation regarding "employment" and assessable earnings; including but not limited to the Canada Labour Code Part III.

The minimum commissions in this agreement are applicable on "messenger" work. Rates for dedicated work are the rates posted on the bid and shall be no less than the minimum commissions based on the transportation portion of the revenue billed to the customer.

22.03

Posted Dedicated/Scheduled

Posted Dedicated/Scheduled work is posted with the compensation details which may differ with the various billing arrangements with various customers and are subject to article 22.02.

- a) The Driver Pay Chart defines and shows the portion of the rate charged to the customer upon which employee/owner-operator commission is calculated.
- b) The company agrees to make the following adjustments to the Driver Pay Chart:

May 1, 2006	4%
May 1, 2007	2%
May 1, 2008	3%
May 1, 2009	3%

These rate increases are applicable to the customers who have Driver Pay Charts in place for service types 1-4, 10-15, 88, 90-98. In the event the Driver Pay Chart is equal to or greater than the customer rate chart, the Driver Pay Chart for that customer will be eliminated and the commission for the employee/owner-operator will be calculated on the entire (100%) of the rate the company charges the customer.

For clarity, below are examples of commission calculations using a commission rate of 65% (actual commission will vary for each employee/owner-operator):

1.	a)	Customer Rate Chart amount	\$10.00
	b)	Driver Pay Chart amount	\$9.50
	c)	Commission calculated on the basis of the Driver Pay Chart ($\$9.50 \times 65\% = 6.18$)	\$6.18
2.	a)	Customer Rate Chart amount	\$10.00
	b)	Driver Pay Chart adjusted for 3% increase ($\$9.50 \times 3\% = 9.79$)	\$9.79
	c)	Commission calculation ($\$9.79 \times 65\% = 6.36$)	\$6.36
3.	a)	Customer Rate Chart amount	\$10.00
	b)	Driver Pay Chart	\$11.00
	c)	Commission calculated ($\$10.00 \times 65\% = 6.50$)	\$6.50

- c) The adjustments in (b) above to Driver Pay Charts are in addition to the changes that result from customer rate increases listed in clause 22.04.
- d) The company agrees to share all relevant information and/or data with the Union to verify that pay chart adjustments have been properly implemented for each scheduled increase listed above. The same requirements will apply when pay charts are amended to reflect customer rate increases achieved under clause 22.04.
- e) Effective May 1, 2006, all couriers with a commission rate of 60% that were on strength with the company as of March 5, 2003 will have their commission rate increased to 61%.

22.04 Customer Rate Increases

When rates to customers are increased, the employee / Owner Operator will receive their applicable percentage of the increase.

For the Union:
The Canadian Union of Postal Workers

For the Company:
Dynamex Canada Limited

Gord Fischer
National Director



Chris Higham,
Regional Vice President

John McMaster
CUPW Representative



Kim Glenn
Director, Human Resources

Lana Smidt
CUPW Representative

Signed in _____, _____ the _____ day of _____, 2013.

Letter of Understanding #1 - Great West Life

Between

The Canadian Union of Postal Workers

And

Dynamex Canada Limited

The parties agree that participants in the existing Health Plan carried by the Company is voluntary. It is further agreed that all contributions currently paid by the Company will continue for the life of the Collective Agreement. In the absence of Carrier approval or the termination of the Plan, the Company will continue to pay owner operators currently receiving premium contributions paid by the Company, the equivalent dollar amount for the term of the Collective Agreement.

The company agrees not to deduct premiums for the insurance plan for the period of time that an employee / owner operator is in receipt of disability benefits under the plan.

APPENDIX "A"

OWNER OPERATOR CONTRACT FOR RETENTION OF SERVICES

This Agreement made this _____ day of _____, _____.

Between:

DYNAMEX CANADA CORP
(Hereinafter referred to as "the Company")

and

OWNER OPERATOR

Name in Full: _____

WITNESETH

WHEREAS the Owner Operator owns/leases a vehicle (the "Vehicle") suitable for pick-up and delivery of small parcels and other material (the "Service"),

AND WHEREAS the Owner Operator is willing to make available and operate the Vehicle to perform for the Company upon the Terms and Conditions hereinafter set forth,

1.0 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 cancellation of this Agreement for any cause or means whatsoever, then for a period of one (1) year from the cancellation of this Agreement, the Owner Operator shall not either personally or by its agents, or by letters, circulars or advertisements, or in any other manner whatsoever, whether on its own behalf or on behalf of any person, persons, firm, association, syndicate, company or corporation, canvas, 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 cancellation of this Agreement,

or,

have been customers of the Company within a period of twelve (12) months prior to the cancellation of the 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 Services such customers, have become known to the Owner Operator.

2.0 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 means whatsoever, then for a period of one (1) year from the termination of this Agreement, the Owner Operator shall not use or disclose any information concerning the business or customers of the Company which may have been acquired by it during the course of its relationship with the Company for its own benefit or to the detriment or to the intended or probable detriment of the Company.

- 2.1** The Owner Operator 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.
- 2.2** The 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 voter 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 restricted 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.
- 2.3** The Owner Operator agrees that, irrespective of any right the Company may have to claim for damages hereunder, the Company shall also have the right to apply for an injunction if the Owner Operator is in breach of the paragraphs herein, and further that the remedy of damages and the remedy of any injunction shall not be mutually exclusive.
- 3.0** Upon termination of this Agreement, the Owner Operator shall forthwith remove from the Vehicle all other trademarks, logos and other elements of decoration which are distinctive of the Company or its customers.
- 4.0** The Owner Operator undertakes to indemnify and hold the Company harmless from all claims, debts, demands, suits, actions and causes of action whatsoever for loss, damages, delay and liability of any nature or kind whatsoever made or brought by any person, firm or corporation with the Services rendered by the Owner Operator.
- 5.0** No waiver on behalf of either party hereto of any of the provisions of this Agreement shall be effective unless expressed in writing and any waiver so expressed shall not limit

or affect the rights of the party granting such waiver with respect to any other or future matter arising hereunder.

6.0 Any notice to be given under this Agreement shall be in writing and personally delivered or mailed by registered letter at the last known address of the other party. In the event of mailing in the manner aforesaid, such notice shall be deemed to have been received six (6) business days after mailing.

IN WITNESS WHEREOF the parties hereto have set their hands and seals on the day and year first above written.

DYNAMEX CANADA LIMITED

Per: _____

Title: _____

WITNESS

OWNER OPERATOR

Agreed to add provision to identify "back up driver" or if no "backup driver" where work is assigned.

APPENDIX "B"

NOTICE OF CHANGE OF STATUS

Section 1 New Status

Name: _____ Address: _____

Driver/Employee Number: _____

Commission/Wage/Compensation Rate: _____ Phone _____

Classification: _____ Vehicle Type: _____

Position: Full Time _____ Part Time _____ Temporary _____

Date of Appointment: _____

Section 2 Status Prior to Change

Name: _____ Address: _____

Driver/Employee Number: _____

Commission/Wage/Compensation Rate: _____ Phone # _____

Classification: _____ Vehicle Type: _____

Position: Full Time _____ Part Time _____ Temporary _____

Date of Appointment: _____

Section 3 Reason For Change

New Hire _____, Transfer _____, Resigned _____, Retired _____

Discharged _____, Deceased _____, Term Ended _____, On Leave _____

Return from Leave _____, Lay-Off _____

APPENDIX “C”

WAREHOUSE CLASSIFICATIONS

The parties agree that there are 2 classifications of warehouse employees – “Warehouse Clerk” and “Warehouse Clerk – Lead Hand”. The job descriptions provided to the Union during negotiations shall be the official job descriptions for these positions and may be amended from time to time following consultation with the Union.

Warehouse employees shall be scheduled for an 8 ½ hour work day based on a 5 day work week with 2 days of rest. The work day shall include a ½ hour unpaid meal period. Scheduled hours of work shall be established following consultation between the parties.

Warehouse employees will be entitled to overtime pay for all hours worked in excess of 8 hours per day at the rate of time and one-half. Work performed on a day of rest shall be paid at the rate of time and one-half.

The offer to work overtime shall be made to warehouse employees on the basis of equal opportunity. The parties agree that the establishment of equal opportunity lists for overtime work will be made following consultation and agreement.

Should a vacancy arise in Warehouse Clerk – Lead Hand classification, the position will be posted, with the Warehouse clerk(s) having the first opportunity to apply for the position and being given first consideration in the application process. Should no Warehouse Clerk apply for the position, it will be posted to members of the bargaining unit in accordance with the provisions of clause 11.02.

Vacancies in the Warehouse Clerk position will be offered to members of the bargaining unit in accordance with clause 11.02 of the collective agreement.

Members of the bargaining unit will be given first consideration in the application process for both positions. Should the company not find a suitable candidate from among the bargaining unit members that applied, it reserves the right to look outside the bargaining unit to fill the vacant position.

The burden of proof shall rest with the company in all cases where it alleges or claims that an applicant does not possess the requisite qualifications or has not acquired the requisite knowledge to obtain or keep a position.

APPENDIX “D”

The parties agree to develop contractual language in respect to bidding on work and positions in accordance with the following principles: CSR and Dispatcher positions shall be posted and bid in accordance with Seniority and qualifications. Qualifications shall be given priority over seniority and in the event no one is qualified Dynamex would be able to hire outside. This principle is weighted more toward Dispatchers than CSRs and the Employer shall create a test for Dispatchers to assist in determining their ability. It is further understood that CSRs shall be given the opportunity to replace Dispatchers during breaks etc. and for other leaves. When this occurs they will receive Dispatcher rates when they replace a full shift or longer. The replacement rights will be determined by seniority and demonstrated ability to do the work. Whenever a worker acquires a position through the bid process the Company shall in a reasonable manner assess their performance for a period not to exceed three months and if the worker is unable to acquire the necessary skills and knowledge to perform the position they shall be removed and have the right to bump the worker in the BU with the lowest seniority. They shall not bump a worker in a position for which they are not qualified. They shall however in any event be offered a position as an on demand driver provided all qualifications are met in accordance with Dynamex compliance standards for Owner Operators. In the event of layoff of a CSR this shall be by seniority but shall take into consideration the principles that are applicable to bidding.

The current vacation policy and group insurance benefits of the CSR's and Dispatchers will remain in place for the term of the agreement. All other terms and conditions of employment will remain in place subject to Article 8. Group insurance premiums and remittances will continue to be subject to change as in the past and in accordance with any renewal rates from the Carrier during the term of the agreement and any increases in premiums will continue to be funded in accordance with current practice.

APPENDIX "E"

Specified Leave Request Form for Owner Operators

Full Name: _____ Driver Number: _____

Contact Number: _____ Vehicle Type: _____

Article 14.03 Specified Leave for Owner Operators

Owner Operators will be entitled to 10 specified leave days per calendar year. Specified Leave days can be booked at any time throughout the course of the year with mutual consent from the Company. Consent will not be unreasonably withheld. Owner Operators will be remunerated in accordance will article 18.04. The request form provided (Appendix "E") for the specified leave days will include the 10 non-operating days as the default.

- I wish to take my specified leave days on the "non-operating days" as outlined in Article 14.01

- I wish to take my specified leave days on the following days:
 1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
 7. _____
 8. _____
 9. _____
 10. _____

Signature of Owner Operator

Date

Letters of Understanding #2 - #7
Agreed Between the Parties November 30, 2012

#2 – Signing Bonus'

	December 5, 2012	December, 2014	December, 2016
Owner Operators	\$550	\$400	\$250
Hospital Walker (comm.)	\$550	\$400	\$250

#3 – CRA Complaints

The Union agrees to recommend the withdrawal of all current claims with the Canada Revenue Agency. The Union further agrees that the Union shall not assist directly or indirectly any of the persons in the bargaining unit to file any claims with the Canada Revenue Agency with respect to allegations that a person in the bargaining unit had or has a claim for the period of time prior to ratification of this collective agreement for Employment Insurance and/or Canada Pension contributions from Dynamex Canada Limited.

#4 - Statutory Deductions

Owner Operators shall be solely and wholly liable to pay both the employer and employee portions of CPP and EI, and shall hold the Company harmless from any liability.

#5 - Postings for Dedicated / Scheduled Work

All existing commission rates previously awarded through the bidding process will remain in effect for that particular posting and only subject to changes outlines in Article 11.01

#6 - Commission Rates

The parties agree that for the life of the Collective Agreement the existing commission rates for Owner Operators applicable to On Demand work will remain in effect.

#7 - Rate Committee

The Company agrees to provide transparent to the costing methods used to determine commission rates detailed in postings. The forum for these discussion will be the monthly rate committee meetings. The purpose of this is to obtain feedback for the committee members on the calculations used to determine pricing and commission rates. The Company agrees to provide all applicable information to assist the parties in developing competitively priced quotations and postings.