

COLLECTIVE AGREEMENT

BETWEEN

DYNAMEX CANADA CORP.
(Hereinafter referred to as the “Company”)

AND

TEAMSTERS LOCAL UNION 91
AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
(Hereinafter referred to as the “Union”)

From: February 01, 2010
To: January 31, 2012

14061 (01)

Contents

ARTICLE 1 - PREAMBLE.....	3
ARTICLE 2 – DEFINITIONS AND RECOGNITION.....	3
ARTICLE 3 - DISCRIMINATION.....	3
ARTICLE 4 – STRIKES, LOCKOUTS AND PICKET LINES.....	3
ARTICLE 5 – UNION SECURITY.....	4
ARTICLE 6 – MANAGEMENT RIGHTS.....	5
ARTICLE 7 - STEWARDS.....	6
ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION.....	7
ARTICLE 9 – ACCESS TO PERSONEL FILE.....	10
ARTICLE 10 – PROBATIONARY PERIOD / SENIORITY.....	10
ARTICLE 11 – CONTRACTING OUT.....	12
ARTICLE 12 – BARGAINING UNIT WORK.....	12
ARTICLE 13 – LEAVES.....	13
ARTICLE 14 – WORKPLACE INCIDENTS.....	14
ARTICLE 15 – DAILY HOURS OF WORK.....	14
ARTICLE 16 – OVERTIME.....	15
ARTICLE 17 - HOLIDAYS.....	15
ARTICLE 18 - VACATIONS.....	16
ARTICLE 19 – HEALTH AND WELFARE.....	17
ARTICLE 20 – PAY PERIODS.....	18
ARTICLE 21 – SICK DAYS.....	18
ARTICLE 22 – TERM OF AGREEMENT.....	19
ARTICLE 23 – COPIES OF THE AGREEMENT.....	19
ARTICLE 24 – MAINTENANCE OF STANDARDS.....	20
ARTICLE 25 - WAGES.....	20

ARTICLE 1 - PREAMBLE

1.01 – Preamble

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Company, the prompt disposition of grievances, the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

1.02 – Feminine / Masculine Pronouns

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

ARTICLE 2 – DEFINITIONS AND RECOGNITION

2.01 – Scope Clause

The Employer hereby recognizes the Union as the exclusive bargaining agent for “all employees of Dynamex Canada Corp. working in or out of the City of Ottawa, excluding sales staff, dependent contractors, coordinators, supervisors and persons above the rank of supervisors, dispatchers, casual administrative clerk, casual junior messenger, NCC team leader, warehouse lead hand, agency staff, and franchise field operations support.”

ARTICLE 3 - DISCRIMINATION

3.01 – No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Canadian Charter of Rights and Freedoms against any employee by the Union or the Company by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, religious affiliation, political affiliation or activity, place of residence, or any other factor which is not pertinent to the employment relationship. The Company and the Union further agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 4 – STRIKES, LOCKOUTS AND PICKET LINES

4.01 – Strikes, Lockouts and Picket Lines

The Union agrees there shall be no strikes and the Company agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Canada Labour Code

It shall not be a violation of this Agreement for employees covered hereunder to refuse to cross a legal picket line where **such** crossing **could result** in personal injury or damage to a **vehicle**.

It is understood and **agreed** that the refusal to cross a **legal picket** line **may** constitute a material **breach** of the Company's contract with its customer potentially leading to the termination of contract.

ARTICLE 5 – UNION SECURITY

5.01 – Union Members

It is agreed that as a condition of employment, each employee shall become and remain **a** member in good standing of the Union. A new employee who is not a member of the Union on **signing** of this Agreement must become a member of the Union within twenty (20) calendar days following his hiring.

Each new employee when hired by the Company shall **be** informed by the Company that he is to sign an Authorization **Card** authorizing the Company to deduct from his earnings Union Initiation Fees (if applicable), Union Dues, **fin**es, **and/or** other assessorial charges levied against him by the Union

The Employer **agrees** to notify the Local Union when a new employee begins work. This notification shall be made in conjunction with the new employee listing and the dues remittance listing of active employees. Unless the Company is otherwise notified, **all** employees shall as a condition of continued employment, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of \$25.00 per pay period. This deduction shall continue until the Initiation Fee **is** paid in **full**.

The Company agrees to remit such monies so deducted to the Local Union along with a list of the employees from whom the money was deducted at the same time the Union dues are remitted.

5.02 - Remittance of Union Dues

The dues must be deducted each month from the pay and be remitted to the Secretary-Treasurer of the Union not later **than** the twelfth (12th) day of the following month accompanied **by** the **list** showing the names of **all employees** from **whose pay the deductions have been made**.

The Company shall deduct Union dues including, where applicable, initiation fees, **fin**es and assessments, on a **bi-weekly** basis from the **wages** of each employee covered by this agreement. The remittance of dues shall be accompanied by **a** statement containing the following information:

- a) **A** list of the names of all employees **from whom dues were deducted** and the amount of dues **deducted**;

- b) A list of the names of all employees from whom no deductions have been made, with an explanation as to why a deduction was not made for any reason;

5.03 - T4 Slips

The Company shall show the yearly Union dues deductions on the employees' T4 slips or T4A slips.

5.04 - Notification to Union

The Company shall provide the Union with a list, at the time dues are remitted of all hiring's, lay-offs, recalls and terminations within the bargaining unit.

5.05 - Employee Interview

A new employee shall have the opportunity to meet with a representative of the Union in the employ of the Company for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting shall be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Company as part of the orientation program.

5.06 - No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Company or its representative(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization from the Union.

5.07 – Union Representatives

The representatives of the Local Union shall be allowed to enter the premises where employees are working to deal with the administration of this Agreement, provided they do not interfere with the normal operations of the Company.

The Branch Manager or his designate must be given twenty four (24) hours advance notice and subject to the Company's customer approval if applicable.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 – Management Rights

The Union acknowledges that it is the exclusive function of the Company to:

- a) Maintain order, discipline, and train;
- b) **Hire, discharge or suspend** showing **just** cause, promote, lay off, or otherwise discipline employees;
- c) Establish and enforce **rules** not inconsistent with the provisions of this Agreement, governing the conduct of the employees;
- d) Generally manage the **business**.

The Company agrees that these functions **shall** be **exercised** in a manner consistent with the provisions of this Agreement. The above **clauses shall not deprive** employees of the right to **exercise** the Grievance Procedure as outlined in this agreement.

ARTICLE 7 - STEWARDS

7.01 – Labour - Management Committee

Where **the parties** mutually agree that there are matters of mutual concern and interest that would **be beneficial** to the workforce if **discussed** at a Labour - Management Committee Meeting during the term of this agreement, the following shall apply:

- a) Each **party shall meet** at a time **and place** mutually satisfactory. A request for a meeting hereunder shall **be** made in writing prior to the date proposed **and accompanied by** an **agenda of matters proposed to be discussed, which shall** not include **matters** that are **properly** the **subject** of grievance or negotiations for the amendment or **renewal** of this agreement.
- b) Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose **regular earnings as a result of such** attendance. Meeting **attendance outside regularly scheduled** hours shall be paid at one point five (1.5) times the **employee's** regular applicable rate subject to **the** forty (40) hour overtime threshold. It is understood that said hours shall not be forced into time in lieu to be **taken** off by the employee.

7.02 - Negotiation Committee

The Company **agrees** to recognize a negotiating committee comprised of Company employee representatives of the Union for **the purpose** of negotiating a collective agreement. The Company agrees to pay **members** of the negotiating committee for straight time wages for working hours spent in **direct** negotiations for a collective agreement, up to but not including arbitration.

7.03 - Union Stewards

The Company **agrees** to **recognize** Union stewards from amongst employees **in the** bargaining *unit* for the purpose of **dealing** with Union **business** as provided **under this** **Collective Agreement**.

A Chief Steward or designate may, in the absence of any steward, assist in the presentation of any grievance, or with any steward function,

The Union shall keep the Company notified in writing of the names of Union stewards appointed or selected under this Article. The Union agrees to one Chief Steward with an alternate designated if necessary.

It is agreed that Union stewards have their regular duties and responsibilities to perform for the Company and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Company in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

The Company shall notify the Union by fax or personal contact with a Business Agent within twenty four (24) hours of the suspension or discharge of a Steward. Failure to comply with this procedure shall render the dismissal or suspension null and void,

For the purpose of processing specific grievances or disputes, Business Representatives shall have access to pay records and other specific relevant information upon request.

7.04 – Grievance Meetings

The Company agrees that employees called into the Company's office for any discussion which may result in discipline or a grievance may be accompanied by a Union Steward or Business Representative. The Company agrees to inform the Member of this right prior to any such meeting.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.01 – Grievance Procedure and Arbitration

- a) Business days to be considered as Monday to Friday for the purpose of applying this Article. The term “business day” does not include Saturdays, Sundays or Statutory Holidays as defined by this agreement.
- b) A grievance shall consist of a dispute concerning the interpretation and application of any clause in this Collective Agreement, and alleged abuses of discretion by the Company in the treatment of Employees contrary to the terms of the collective agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined if necessary, by arbitration.

- c) There shall be an earnest effort on the **part** of both parties to settle such grievances promptly through the following steps at which steps the **grievor** may be accompanied by the Steward and/or Business Representative.

8.02 – Grievance Procedure Steps

- a) **An Employee** having a problem concerning his working conditions which may give rise to a grievance shall first take up the matter within five (5) **business days** from the time he becomes aware of the matter which ~~is~~ **subject** of the grievance with the **Business Centre Manager** or designate who shall attempt to adjust it. The **Business Centre Manager** or designate shall provide a written answer without undue **delay** but not later than ten (10) business days after the grievance **has been presented**.
- b) **STEP 1** - If the matter is not adjusted by the **Business Centre Manager** or designate within five (5) business days of receipt of the **Business Centre Manager's** or designates reply, it shall be reduced in **writing** on a grievance form provided by the Union. The **Business Centre Manager** or designate shall provide an answer in writing to the Employee involved without undue **delay** but not **more** than five (5) business days after the grievance has been presented in writing.

STEP 2 - Failing settlement at the above step, the **Business Centre Manager** or designate shall render a decision in writing and shall refer the grievance to and arrange a meeting between ~~the~~ the Union and the **Business Centre Manager** or designate within ten (10) business days of the date that the grievance was registered in writing. **This meeting shall be** held at the work-place of the Employee involved unless **otherwise** agreed. The **Business Centre Manager** or designate shall render a decision in writing within five (5) business **days** from the date that the grievance was referred to the **Business Centre Manager** or designate.

- c) **POLICY OR GROUP GRIEVANCE** - A policy grievance or a group grievance of the Union which ~~is~~ distinguished from an individual Employee's grievance, must be delivered with proof of receipt or be **personally** delivered to the **Business Centre Manager** or **designate** within ten (10) business days after the **occurrence of the** matter or when the matter became known to the Union which ~~is~~ the subject of the grievance.

A meeting shall be arranged by the **Business Centre Manager** or designate with the appropriate employees involved within twenty (20) business days of receipt of the grievance in **order to** resolve the dispute. The **Business Centre Manager** or designate shall **give** a reply in writing **within** ten (10) business days if the grievance is not settled at this meeting.

- d) Grievances dealing with cancellation ~~or~~ suspension of the contracts, or terminations or suspensions of employment, shall be registered in writing within ten (10) business days from the time of the cancellation or suspension, or termination or suspension and shall commence with **Step 2** of the **Grievance Procedure**.

- e) Should the parties fail to reach satisfactory settlement in the preceding steps, the settlement of the grievance may be submitted to an Arbitrator as outlined in Article 8.05.

8.03 – Union or Company Grievance

In the event the Union has a grievance, it **shall** be the responsibility of the grievor to **advise** the other **party** in **writing** within ten (10) business days of the alleged violation of the collective agreement **and** by such notification arrange a meeting within fifteen (15) business days between the Business Centre Manager or designate and a duly **accredited** Principal Officer of the Union or **designate**. Should the grievor fail to reach a satisfactory settlement, the grievance **may be** submitted to an Arbitrator as outlined in Article 8.05.

8.04 – Arbitration Notification

It **shall be** the responsibility of the **patty** desiring arbitration to so inform the other party in writing in the case of a grievance within twenty (20) business days after the final disposition of the grievance in the preceding steps.

8.05 – Appointment of the Arbitrator

Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be **submitted** to a **single** arbitrator selected by the parties. Failing agreement of the parties, either party may **request** the Federal Minister of Labour to make the appropriate appointment,

8.06 – Arbitrators Rights

The arbitrator shall not have the right to alter or change **any** provisions in this collective agreement or substitute any new **provisions** in this collective agreement or substitute any **new** provisions in lieu thereof, or to give **any decision** inconsistent with the terms **and** provisions of this collective agreement. The arbitrator, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before him.

8.07 – Expenses

Each of the parties hereto, **shall** equally bear the expense of the arbitrator.

8.08 – Employee Time Through Grievance Procedure Steps

The Company shall not be responsible for **the** payment of time **used** by an employee in the investigation **and** settlement of **a grievance**.

8.09 – Time Limits

Time limits set forth in the Grievance **and** Arbitration Procedures are mandatory and may **be** only extended by mutual agreement in writing between **the parties** hereto. **Saturdays**,

Sundays and paid Statutory Holidays as defined in Article 8.01 a) **shall not be** counted in determining the time which any action is **to be** taken or completed under the Grievance and Arbitration Procedures.

ARTICLE 9 – ACCESS TO PERSONNEL FILE

9.01 - Access to Personnel File

Each employee shall have reasonable access to **his** personnel file for **the** purpose of reviewing any evaluations or formal disciplinary notations contained therein, in **the presence** of the Company designate. An employee has the right to request copies of any evaluations in this file. The employee **has** the right to have his Business Representative present upon reasonable **request**.

9.02 - Clearing of Record

Any letter of reprimand, suspension or any other sanction **shall** be removed from the record of **an employee** twelve (12) months following the receipt of **such** letter, **suspension** or other sanction provided that such employee's record **has** been discipline **free** for twelve (12) months for incidents of a similar nature.

ARTICLE 10 – PROBATIONARY PERIOD / SENIORITY

10.01 - Probationary Period

A new employee shall be **considered** on probation until he has **completed ninety (90)** days of work within **any** twelve (12) calendar months. Upon completion of the probationary **period he** shall be credited with seniority **equal** to their first day worked. With the written consent of the Company, the probationary employee **and** the President of the Local Union or designate, **such** probationary period may be extended. Any extensions agreed to shall be in writing and shall specify the length of the extension.

10.02 - Definition of Seniority

Full time employees **shall** accumulate seniority on the **basis** of their continuous service in the bargaining unit from the last date of hire, except as otherwise provided herein.

Seniority shall operate on a bargaining unit wide basis.

The Seniority List shall be brought **up to date** twice a year **in** January and July, and be **posted** on the Union bulletin board by January 30th and July 31st along with a copy **forwarded** to the Union. A complaint that an error appears on the seniority list **is** subject to the grievance **procedure** if it **is** submitted to the Union and the Company within thirty (30) days of the posting date, except for clerical errors of transcription.

10.03 - Loss of Seniority

An employee shall lose all seniority and service and shall be **deemed** to have terminated if he:

- a) **resigns;**
- b) ~~is~~ discharged and not reinstated through the grievance/arbitration **procedure;**
- c) **is retired;**
- d) ~~is~~ absent from scheduled work for a period of three (3) or more consecutive working days without **notifying the Company** of such absence and providing to the Company a satisfactory reason, absolute incapacity excepted;
- e) has been laid off for twenty four (24) months;
- f) if the employee has been laid off and fails to return to work within seven (7) calendar days after that employee has ~~been~~ notified by the Company through registered mail **addressed** to the **last** address ~~on~~ the records of the Company, subject to absolute incapacity excepted.

10.04 Effect of Absence

Unless otherwise provided in the collective agreement, it is **understood** that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Company, both seniority and service shall accrue.

10.05 - Job Posting

- a) **where a permanent vacancy** occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Company, **such** vacancy shall be posted for a **period** of five (5) consecutive working days. Applications for **such** vacancy **shall be made** in writing within the five (5) day period referred to herein.
- b) the postings shall stipulate the qualifications, classifications, rate of pay, department and **shift and a copy** shall be made available to the Chief Steward.
- c) vacancies created by the filling of an initial permanent vacancy shall be posted for a period of five (5) consecutive working days, **excluding** Saturdays, **Sundays** and **Holidays**. Applications for **such** vacancies **shall be made** in writing within five (5) day period **referred** to herein.
- d) the **name** of the **successful** applicant **shall be posted** on the bulletin board for a **period** of five (5) working days with a copy provided to the Union.

10.06 Technological Change

The Company undertakes to notify the Union in **advance**, so far as practicable, of any technological changes which the Company has decided to introduce which shall significantly change the status of employees within the bargaining unit. It is **understood** notice may be **restricted** through customer driven **changes**.

The **Company agrees** to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical **ways** and **means** of minimizing the adverse affect, if any, upon employees concerned.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be **given** a period of training, with due consideration being given to the employee's age and previous educational background, during which they may **perfect** or acquire the skills necessitated by the new method of operation. The **employer shall assume** the cost of tuition and travel, if applicable. There shall be no reduction in wage or salary rates during the training period of any **such employee**. Training **shall** be given during the hours of work whenever possible and may extend for up to **two** (2) months.

ARTICLE 11 – CONTRACTING OUT

11.01 - Contracting Out

The **Company shall not** contract out any work **usually performed** by **members** of the bargaining unit **if**, as a result of such contracting out, a layoff of any employees results from **such** contracting out. The Company agrees it **shall not use** 'agency' **people** to supplement the work force, unless due to vacation, sick days, temporary and unforeseen circumstances. The Company must notify the Union prior to the utilization of agency or temporary people for a **period of fifteen (15) days** or greater.

ARTICLE 12 –BARGAINING UNIT WORK

12.01 - Work of the Bargaining Unit

Employees not covered by the terms of this agreement shall not perform duties normally assigned to those **employees who are** covered by this agreement and/or the subject of this agreement,

12.02 - Training

Any hours spent outside of regularly **scheduled** hours of an employee for training purposes **shall** be reimbursed at time and one half (1.5 times) the **employee's** regular rate in excess of forty (40) hours in a week. If traveling expenses are incurred, they shall be the sole responsibility of the Company.

ARTICLE 13 – LEAVES

13.01 - Personal Leave

Written request for a personal leave of absence without pay shall be considered on an individual basis by the Company. **Such** requests are to be submitted to the employee's immediate supervisor at least four (4) weeks in advance, unless not reasonably possible to give such notice, **and** a written reply shall be given within fourteen (14) days except in cases of emergency in which case a reply shall be given as soon as possible. Employees needing personal leave days for appointments with medical practitioners may utilize the personal leave language. Such leave shall not be unreasonably withheld.

13.02 - Union Business

The Company shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business. Such leave will not be unreasonably denied.

In requesting such leave of absence **for** an employee or employees, the Union must give at least fourteen (14) days clear notice in writing to the Company, unless not reasonably possible to give such notice.

Employees shall be given full credit for seniority purposes for regularly scheduled time missed in accordance with this provision.

13.03 - Bereavement Leave

Every employee ~~is~~ entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave of three (3) working days that occur following the day of death **and shall** not extend beyond the day of the funeral. Employees who have completed their probationary period, the bereavement **leave** is with pay at the employee's regular wage rate **for his** or her normal hours. Employees who have not completed their probationary period are entitled to bereavement leave without pay.

Immediate family includes: spouse (including a common-law **partner**), child (including the child of spouse or common-law partner), parent (including a parent's spouse or common law partner), grandparent, grandchildren, sister, brother, parents-in-law (including the spouse of common-law partner of the father-in-law, or mother-in-law), and any relative permanently residing in the employee's household or with whom the employee resides. For these purposes, a common-law partner is defined as a "person who has **been** cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year before the individual's death."

~~In~~ the case of the death of any other person close to the employee, a leave of **absence** without pay may be granted at management discretion, regarding the specific operational requirements prevailing in the department at the time of **the request**.

If the bereavement requires traveling time outside of the Province of work or in a country other than Canada, further leave of absence time may be granted at the Company's **discretion** without pay, based on specific operational requirements prevailing in the department at the time of the **request**.

If **bereavement** period occurs during vacation or holiday, those days will be restored to a maximum of three (3) days. Any extension of such leave of absence will be at the discretion of the Company.

13.04- Pregnancy and Parental Leave

Pregnancy and parental **leave** shall **be governed** as per the applicable legislation in place at the time of the leave.

ARTICLE 14 –WORKPLACE INCIDENTS

14.01- Workplace Incident Pay

If an employee is injured on the job and his supervisor excuses him from further duty for the balance of his shift, or the employee cannot complete the balance of his regular shift, the employee **shall be paid at the applicable rate** for the **remainder** of the **shift**.

ARTICLE 15 – DAILY HOURS OF WORK

The purpose of the following provision is designating regular hours on a **normal working day** over the **schedule** determined by the Company and shall be construed to **be a guarantee** of the hours of work. Part time employees shall be **scheduled** at the Companies discretion.

15.01 - Daily Hours of Work

The normal working day for **full** employees shall be eight point five (8.5) consecutive hours inclusive of an unpaid thirty (30) minute meal **period**. The standard **work** week for full time **employees** shall be Monday to Friday. During the normal **working day**, employees shall **be** entitled to two (2) separate fifteen (15) minute paid breaks inclusive of the eight (8) paid hours.

15.02 - Scheduling

The Company shall endeavour to provide a minimum of five (5) days notice in reference to any modifications, temporary or otherwise from **the regularly scheduled work week**. The parties agree the aforementioned **timeline** is subject to the Customers requirements and deadlines. Should an employee be required to work longer than ten (10) actual working hours on a given day, he **shall** be entitled to an additional **fifteen (15) minute paid break**.

ARTICLE 16 – OVERTIME

16.01 - Definition of Overtime

Overtime shall **be paid** for all hours worked in *excess* of forty (40) hours in a week or eight (8) hours a day. Over time shall be paid at one and a half (1.5) times the **employees** hourly rate for all overtime hours.

16.02 - Time Off in Lieu of Overtime

Employees ~~who~~ work overtime shall not be required to take time off in regular hours to make up for overtime worked.

16.03 - Reporting Pay

Employees who report for any scheduled shift shall be **guaranteed** at least eight (8) hours of work, or if no work ~~is~~ available **shall be paid at least four (4) hours**.

16.04 – Call Back

Where an employee is called back after his completed shift, he **shall** receive time and one-half (1.5) his regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours' pay. This shall **be** subject to the forty (40) hour overtime threshold set out in Article 16.01.

ARTICLE 17 - HOLIDAYS

17.01 - Holidays

There shall be ten (10) designated holidays **and** for the **Head** Office employees these holidays are:

New Year's Day
Family Day
 Good Friday
 Victoria Day
 Civic Holiday

Canada Day
 Labour Day
 Thanksgiving **Day**
December 25th
 December **26th**

Full time **employees shall be paid** eight (8) hours pay at their appropriate hourly rate for the **above** listed holidays.

Part-time **employees shall be paid 1/20th of the gross wages** earned prior to the thirty (30) **calendar** days immediately preceding the General Holiday.

When one or more designated holidays falls during the vacation **period** of an employee, such employee shall be **paid** for the for the designated **holiday(s)**, and at the employee's

option, and shall be entitled to one (1) day off with pay for each such designated holiday to be **taken** at a time mutually agreed upon by the **Company** and **employee**.

FAMILY DAY: Employees may be required to work Family Day; opportunities to work **shall be** offered by seniority according to staffing requirements a minimum of **two (2)** weeks prior to the **holiday**. If **no** employees express intent to work Family Day, then employees shall be forced to work by reverse seniority.

Employees who work Family Day **shall be entitled** to a **paid** day off **in lieu** to be taken at a time mutually agreed upon by the Company and employee within three (3) months of the holiday.

17.02 - Definition of Holiday Pay and Qualifiers

Holiday pay shall be computed **on** the basis of the employee's regular straight time hourly rate of **pay times** the employee's normal daily hours of work, subject to the Canada Labour Code requirements for eligibility.

ARTICLE 18 - VACATIONS

18.01 – Annual Vacations

Employees with one (1) **year** or more of completed service.

- a) Full time employees are entitled to annual **vacation**, and annual vacation pay according to their completed years of consecutive service, calculated from their last date of hire **as follows**:

Consecutive Service	Years of Completed Annual Vacation Time	Annual Vacation Pay
1 Year but less Than 5 Years	2 Weeks	4%
5 Years but less Than 10 Years	3 Weeks	6%
10 Years or more	4 Weeks	8%

- b) "Gross Earnings" as **used** herein shall be understood to mean the total **earnings** realized by an employee from the payment of wages for straight time, overtime, sick days, and designated holiday pay.

18.02 – Vacation Scheduling

- a) Employees must **take** their annual vacations prior to March 31 in each year, provided they have been **employed** for a period of one ~~(1)~~**year**. The period for taking annual vacation shall be from April 01 to March 31.

The summer vacation period shall be for the months of June, July and August. Employees shall be restricted to ~~two~~ **(2) weeks'** vacation **during** this **period on** the **first** round of vacation picks. Upon completion of the schedule any extra weeks in this period shall be offered by seniority.

- b) The full schedule will be posted by February 14 by seniority and with the **number** of vacation **weeks** available for the following vacation year. Employees shall have March 07 to designate their picks according to seniority and available weeks. After March 07, employees shall be asked ~~in~~ order of seniority to sign for their weeks of choice.
- c) **Employees who refuse** to sign for their vacation time, when **asked** shall not **be** allowed to displace junior employees at a later date.
- d) Anyone not applying for vacation prior to the **March 21** shall be awarded vacation weeks upon availability as designated by the current vacation schedule with a minimum of fourteen ~~(4)~~ days notice.
- e) The finalized vacation schedule shall **be posted** March 21
- f) With the exception of June, July, August, **and September**, employees **may** use **individual** vacation **days** subject to operational requirements.
- g) The Company **agrees** a **minimum** of one (1) employee **shall** be awarded vacation under the aforementioned system per each available week.
- h) Employees may change their vacation by written request to the **Company** fourteen (14) days prior to the **requested change and** subject to availability.

ARTICLE 19 – HEALTH AND WELFARE

19.01 – Health and Welfare

The Company **shall** continue to provide the Company's Health Insurance and **Benefit Plan** to all employees at ~~the Company's~~ expense. The **benefits shall be** at a level reasonably consistent with those at the time of signing of the Agreement, or the current Group Benefit **Plan** 'Great West Life Plan Classes 104 & 105 – All Other Employees'.

ARTICLE 20 – PAY PERIODS

20.01 Pay Periods

The **Company** shall **pay** the employees by direct deposit **and** the following information must be inscribed thereon: surname and first name of the employee, date of pay period, deductions made, the number of working hours both **regular and overtime**.

In the event of a proven pay shortage, the Employer shall reimburse the correct amount by manual check or direct deposit at ~~the~~ Employer's discretion within seventy-two (72) hours. The **Company** also agrees to reimburse the employee for proven bank service charges **directly** related to the pay shortage upon proof of occurrence. The reimbursement shall be on the next applicable pay **period** or **by** manual check.

ARTICLE 21 – SICK DAYS

21.01 – Sick Days

PURPOSE

To establish the conditions under which paid sick leave may be granted to employees. Sick time refers to the period that ~~an~~ Employee is absent from work with **full pay** by virtue of being **sick**.

POLICY

Dynamex Canada Corp assists full time, permanent inside employees against loss of income sustained because of non-work related illness.

Dynamex Canada Corp will **pay** a maximum of five (5) sick days per calendar year.

Dynamex Canada Corp will pay a maximum of three (3) **sick** days at ~~any~~ one time.

Sick days taken in *excess* of the entitlement will be unpaid.

ELIGIBILITY

Full time permanent inside employees are eligible for five (5) paid sick days per annum commencing the first month following the completion of their three (3) month probationary **period**.

PRORATED

Sick time is prorated for new hires who are full-time permanent employees during the first year of their employment starting the first date of the month following the completion of three (3) month probationary period.

Example: Sick time eligibility start on ~~the~~first day of the month. An employee that started on January 2 would become eligible for sick time on May 1, as this is the first day of the month the three (3) month probationary period. This employee will be eligible for three and a half (3.5) paid sick days for the year.

REQUIREMENTS

A doctor's certificate *must* be submitted by the employee to his Supervisor/Manager in all cases of sick leave if the illness extends beyond three (3) days.

UNUTILIZED SICK DAYS

Should employees not utilize the sick days during the current year, any sick day(s) which remain unutilized by the employee as of December 31 of the year shall be credited into accrued time off for the following year at the ratio of one (1) unutilized sick day equals .5 of one (1) day to be taken at a time mutually agreed upon between the Company and employee during following year.

ARTICLE 22 – TERM OF AGREEMENT

22.01 -Term

This Agreement shall continue in force until January 31, 2012 and remain in force thereafter from year to year unless either party gives written notice according to Article 22.02.

22.02 – Amendments to a New Agreement

If one of the parties wishes to propose changes or amendments to this agreement, it shall, within the period of ninety (90) days before the expiration of the collective agreement, notify in writing the other party of the changes or amendments that it proposes. The other party is obligated to undertake negotiations for the renewal or the revisions of the agreement within fifteen (15) working days following receipt of such a notice, and each party must therefore enter into negotiations in good faith and endeavor to conclude a new and revised agreement.

ARTICLE 23 – COPIES OF THE AGREEMENT

23.01 Copies of the Agreement

The Union and the Company wish that each employee is familiar with the terms of this Agreement as well as the rights and duties that it provides for him. Therefore, the Union shall print a sufficient number of copies of the Agreement within thirty (30) days following the signature, and the cost for this printing shall be paid by the Union.

23.02 – Bulletin Board

The Company shall provide notice **boards** which will be located **in** places where all employees **shall have access** and on which the Union shall have the right to post notices of meetings or any other notices likely to interest the employees.

ARTICLE 24 – MAINTENANCE OF STANDARDS

24.01 Maintenance of Standards

The Company agrees that all conditions of employment in its individual operation relating to **wages, hours** of work, overtime differentials and general conditions, shall be maintained at not less than the highest standards **in** effect at the time of signing of this Agreement **and** the conditions **of employment shall** be improved whenever specific provisions for improvement are made **elsewhere** in this **Agreement**.

ARTICLE 25 - WAGES

25.01 Wages

Full time employees shall receive a wage increase to their **hourly** rate of twenty **five cents** per hour (.25) **upon** ratification.

Full **time employees** shall receive an additional wage increase to their hourly **rate** of twenty **five cents** per hour (.25) at the commencement of year two.

Union would prefer to insert current rates into the agreement.

Ratification


Ratification plus one year

Classification	Current Rate	February 01, 2010	February 01, 2011
Ottawa Daytime Rep.	\$11.25	\$11.50	\$11.75
NCC CSR	\$11.25	\$11.50	\$11.75
Shipper / Receiver	\$12.00	\$12.25	\$12.50

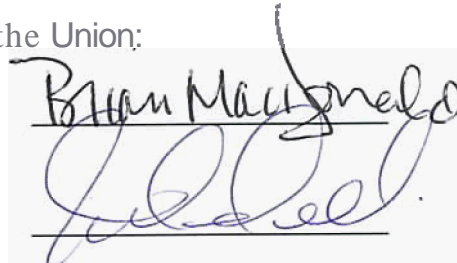
Company agrees to provide employees covered by this Agreement a **fifty** dollar (\$50.00) signing bonus by separate deposit upon ratification of this offer.

Signed in Ottawa this 17th day of March, 2010.

For The Company,



For the Union:



LETTER OF UNDERSTANDING

Between

DYNAMEX CANADA INC.
(hereinafter "The company")

And

TEAMSTERS LOCAL UNION 91
(hereinafter "The Union")

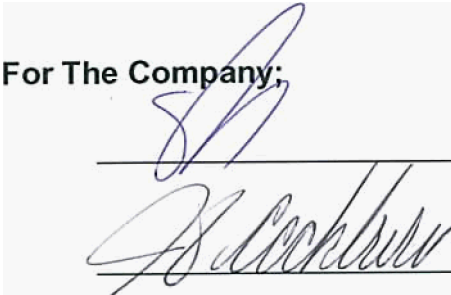
Accrued Holidays

The parties agree to acknowledge certain employees **maintain** accrued **vacation days**. **Employees shall not be allowed to increase their current** accrual, and further **required to reduce** their **accrual at a minimum of three days per calendar year beginning** January 01, 2010.

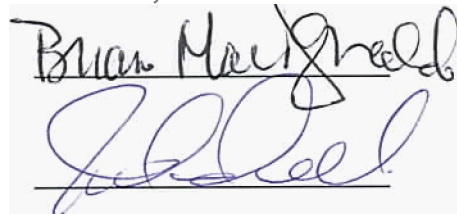
This letter shall be deemed to form an integral part **of the collective** agreement.

Signed in Ottawa this 17th day of March, 2010.

For The Company;



For the Union;



LETTER OF UNDERSTANDING

Between

DYNAMEX CANADA INC.
(hereinafter "The company")

And

TEAMSTERS LOCAL UNION 91
(hereinafter "The Union")

Grandfathered Rates

The parties agree to acknowledge certain employees have a predetermined higher rate or lower hourly rate of pay **and** shall maintain their current rate of **pay at the time** of ratification. The wage increases in the current collective agreement shall apply in their entirety to their current **rates**.

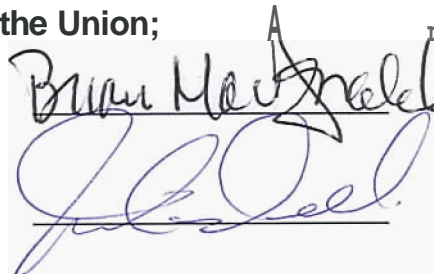
This letter shall be deemed to form an **integral part** of the **collective** agreement.

Signed in Ottawa this 17th day of **March, 2010**.

For The Company;

A handwritten signature in blue ink, appearing to read "J. Cockburn", is written over a horizontal line.

For the Union;

A handwritten signature in blue ink, appearing to read "Brian MacIsaac", is written over a horizontal line.