

COLLECTIVE AGREEMENT

Between

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

- and -

**FEDERATION OF COMMUNICATIONS-TRANSPORT EMPLOYEES
AND GENERAL WORKERS OF CANADA (CCT&GW)
(Hereinafter referred to as the "Union")**

Expiry: December 31st, 2012

ARTICLE 1 — PREAMBLE & RECOGNITION

- 1.1 The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all employees of the Company working out of the Dartmouth, Nova Scotia terminal *excluding* dispatch, operations coordinator, strategic stocking coordinator, administration, sales, customer service representatives, brokers working out of Moncton, N.B., supervisors and those above.
- 1.2 The term "Owner-Operator" shall mean all "Dependent Contractors" who are drivers and own their own vehicles. The Company and the Owner-Operators consider their relationship to be that of Company/Dependent Contractor and not Employer/Employee and nothing herein shall be read as expressing a contrary intent.
- 1.3 In respect of this Collective Agreement, the term "Employee" shall mean Bikers and Walkers.
- 1.4 All Owner-Operators and Biker/Walkers referenced in 1.1 above shall, as a condition of their engagement or employment, be subject to this Collective Agreement.
- 1.5 The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency and to set forth, herein, the basic agreement covering rates of commissions which will render justice to all. The parties hereto desire to co operate in establishing and maintaining proper and suitable conditions in the industry, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and to foster goodwill and friendly relations and better understanding between the parties.
- 1.6 Wherever in the reading of this Collective Agreement, the masculine gender or the singular case is used it shall be understood to include the feminine gender and the plural case.

ARTICLE 2 — UNION SECURITY

- 2.1 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Collective Agreement as a condition of their engagement or employment.
- 2.2 All Owner-Operators and Employees must, as a condition of their continued engagement or employment, authorize the Company to deduct from their settlement an amount equal to the Union's monthly dues for the duration of this Collective Agreement as their financial contribution to the Union.
- 2.3 Unless the Company is otherwise notified, all Owner-Operators and Employees shall, as a condition of their continued contract or employment, authorize the Company to deduct the Unions initiation fees in installments and amounts as instructed by the Union. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Union along with a list of the

Owner-Operators and Employees from whom the money was deducted at the same time as the Union dues are remitted.

2.4

- (a) The Company agrees, for the duration of this Collective Agreement, to deduct from the first settlement cheque each month the monthly dues of any Owner-Operator or Employee under the scope of this Collective Agreement and to remit such monies so deducted to the Head Office of the Union along with a list of the Owner-Operators and Employees from whom the monies were deducted not later than the fifteenth (15th) day of the month following the date upon which such monies were deducted. The checkoff list will include Social Insurance Numbers and names designated by terminals within the jurisdiction of the Union.
- (b) The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation Fees and the Company will immediately commence deductions in amounts prescribed by the Union in such written notice and forward such monies to the Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe settlement deductions of not more than the equivalent of one month's dues at the appropriate Union's rate per settlement period. The Union will refund directly to the Owner-Operator or Employee any such monies deducted in error along with confirmation of such refund to the Company.
- (c) The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall, each month, add the name of each new Owner-Operator contracted, or Employee employed, since the remittance of the previous checkoff along with the start date and the Company shall give an explanation alongside the name of each Owner-Operator or Employee who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.
- (d) The checkoff and cheques for the Union dues deducted, must be in the office of the Union not later than the fifteenth (15th) day of the month following the month in which the monies were deducted. If the checkoff and the cheques have not arrived by the fifteenth (15th) day of the month, the Union Secretary-Treasurer will, by Registered Mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.
- (e) The deduction of Union dues shall be made from every Owner-Operator and Employee including, but not limited to, probationary Owner-Operators and Employees.
- (f) The Company shall show the yearly Union monthly dues deductions on Owner-Operators' and Employees' Statement of Settlement.

ARTICLE 3 — COMPANY FUNCTIONS

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

- (a) maintain order and discipline;
- (b) engage, modify, transfer, penalize, suspend, terminate or cancel the Owner-Operator's contract showing just cause; employ, demote, transfer, discipline, suspend or terminate an Employee showing just cause;
- (c) establish and enforce procedures, rules and regulations not inconsistent with the provisions of this Collective Agreement, governing the relationship with Owner-Operators and Employees;
- (d) generally, to manage the Company.

3.2

- (a) The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Collective Agreement.
- (b) Where the Company unilaterally implements a new procedure, rule or regulation, it shall be brought to the attention of the Union and posted or otherwise communicated to the members of the bargaining unit prior to the Company imposing any disciplinary penalty in consequence of a breach or other infraction of said procedure, rule or regulation.
- (c) The Company agrees to notify the Union of any new members of local management and the duties and authorities thereof.

ARTICLE 4 — DISCRIMINATION

- 4.1 No person shall be refused engagement or in any manner be discriminated against in accordance with the Canadian Human Rights Act.
- 4.2 A representative of the Union shall be allowed to enter the Company's premises to deal in the administration of the Collective Agreement provided he/she does not interfere with the normal operation of the Company.

ARTICLE 5 — STEWARDS

- 5.1 The Company acknowledges the right of the Union to appoint a Grievance Committee comprised of a Local Chairperson and up to two (2) Stewards. The purpose of the Committee is to adjust disputes and/or grievances with the Company with the understanding that the Local Chairperson will be the sole individual, other than a principal officer of the Union, who will interface with the Company on these matters.

5.2

- (a) Wherever possible, grievances shall be processed during the normal business hours of the Local Chairperson. The Local Chairperson shall receive twenty dollars (\$20.00) per hour as an administrative fee in recognition of time lost in performing his/her contractual obligations when grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.
 - (b) If the Company representative is unable to meet the Local Chairperson during the Chairperson's normal business hours, the Chairperson shall be compensated for all time spent during the processing of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.
 - (c) Should the Company find that the activities of the Local Chairperson or a Steward interfere with the normal course of his/her duties or the duties of other Owner-Operators or Employees, the Company may contact a representative of the Local Union and/or register a grievance commencing with Step 2 as outlined in Article 6.2 of this Collective Agreement.
 - (d) For purposes of temporary contract cancellation or lay-off, the Local Chairperson shall be established on the start date/seniority list as the "second man."
 - (e) The Company shall not discriminate against any member of the Grievance Committee who, from time to time, is required to represent other bargaining unit members, or interfere with the normal course of their duties as provided for under the terms and provisions of this Collective Agreement. In a situation where the Union finds that the Company has discriminated against or interfered with said duties of any member of the Grievance Committee, the Union may contact a representative of the Company management and/or register a grievance commencing with Step 2 of the Grievance Procedure.
- 5.3 The Union will inform the Company in writing of the names of the Local Chairperson and the Stewards and of any subsequent change in the names of those individuals. The Company shall not be asked to recognize a Local Chairperson or Steward until such notification from the Union has been received.
- 5.4 The Company will notify the Union by phone call, fax or courier delivery as soon as possible after the imposition of a temporary contract cancellation or suspension, or contract cancellation or discharge, of the Local Chairperson or Steward, and any other members of the bargaining unit.
- 5.5 Up to three (3) members of the Union negotiating committee will be paid for lost time during collective bargaining with the Company.

ARTICLE 6 — GRIEVANCE PROCEDURE & ARBITRATION

6.1

- (a) A grievance shall consist of a dispute concerning interpretation and application of any clause

in this Collective Agreement, and alleged abuses of discretion by the Company in the treatment of Owner-Operators or 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.

- (b) 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 Local Chairperson and/or Business Representative.
- (c) Business days shall be considered as Monday to Friday for the purposes of applying this article.
- (d) The names of the Managers and the designated authorities will be posted at each appropriate location.

6.2

- (a) An Owner-Operator or Employee having a grievance will first take up the grievance within ten (10) business days after the occurrence of the matter which is subject of the grievance with the Business Centre Manager or designate who will attempt to adjust it. The Business Centre Manager or designate will give an answer without undue delay but not later than ten (10) business days after the grievance has been presented.
- (b) STEP 1 – All grievances and resolutions will be copied to the Local Chairperson. If the grievance is not adjusted by the Business Centre Manager or designate within five (5) business days of receipt of the Business Centre Manager's or designate's reply, it shall be reduced in writing on a grievance form provided by the Local Chairperson and signed by the Owner-Operator or Employee involved and/or the Local Chairperson. The Business Centre Manager or designate shall give an answer in writing to the Owner-Operator or Employee involved without undue delay but not more than three (3) business days after the grievance has been presented in writing.

STEP 2 – Failing settlement at the above step, the Business Centre Manager or designate shall render a decision in writing and shall refer the grievance to and arrange a meeting between the Local Chairperson 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 in the home terminal of the Owner-Operator or 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 Owner-Operator's or Employee's grievance, must be sent by Registered Mail, via the Company's services or be personally delivered to the

Business Centre Manager or designate within ten (10) business days after the occurrence of the matter which is the subject of the grievance. A meeting shall be arranged by the Business Centre Manager or designate with the appropriate Owner-Operators or Employees involved within fifteen (15) 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, termination or suspension of contracts, or terminations or suspensions of employment, shall be registered in writing within ten (10) business days from the time of the termination, 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 Arbitration as outlined below.

6.3 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within ten (10) business days of the alleged violation of the 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 Arbitration as outlined below.

6.4 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of a grievance within thirty (30) calendar days after the final disposition of the grievance in the preceding steps.

6.5

(a) Should the parties fail to reach satisfactory settlement at Step 2 of the Grievance Procedure, 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.

(b) However, upon mutual agreement, the Parties may access grievance mediation through Federal Mediation and Conciliation Services prior to Arbitration. Such notification must be made in writing, within thirty (30) calendar days of receiving the response at Step 2.

6.6 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/her.

6.7 Each of the parties hereto, will bear the expense of the arbitrator.

- 6.8 The Company shall not be responsible for the payment of time used by an Owner-Operator or Employee in the investigation and settlement of a grievance.
- 6.9 All monetary grievances that are mutually agreed upon shall be paid the following settlement period, either by separate cheque or, in the alternative, the Owner-Operator's or Employee's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.
- 6.10 Time limits set forth in the Grievance and Arbitration Procedures may be extended by mutual agreement in writing between the parties hereto.

ARTICLE 7 — STRIKES, LOCKOUTS & PICKET LINES

- 7.1 During the term of this Collective Agreement there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the Owner-Operators or Employees.
- 7.2 The Company acknowledges the right of the Owner-Operators and Employees to recognize and refuse to cross a picket line.
- 7.3 The Union recognizes the right of the Company to protect its business and the property of its customers.

ARTICLE 8 — SENIORITY DATE

- 8.1 For Owner-Operators, the term “seniority” shall mean the length of continual contractual relationship with the Company and, for Employees, the length of continual employment by the Company.
- 8.2 The purpose of contract service/seniority date is to provide a mechanism governing job posting, work preference, contract suspensions and cancellations, lay-offs and re-engagement or recall and other applications under the terms of this Agreement.
- 8.3 Seniority date lists containing the names and seniority date of Owner-Operators and Employees will be posted every twelve months (12) months on the bulletin board with sufficient copies for the Stewards. A seniority date list containing the names and addresses of Owner-Operators and Employees will be forwarded to the Union annually during the month of September of each year. Revisions to the lists shall be provided to the Local Chairperson. There shall be one seniority date list for Owner-Operators and one seniority date list for Employees.

In cases of identical initial start dates, last names followed by first names will be entered on the list in alphabetical order. Any subsequent name change will not affect the order of original placement on the list.

It shall be the Owner-Operator's or Employee's responsibility at all times to keep the Company informed as to his/her correct home address.

8.4

- (a) Owner-Operators and Employees shall be considered probationary until placed on the seniority start date list, which unless otherwise provided for in this Article, will be following ninety (90) calendar days from the first day of active engagement or employment. Any extension of the probationary period would be determined by mutual agreement between the parties and shall not be unreasonably denied.
- (b) New Owner-Operators and Employees will have the opportunity to meet the Local Chairperson within fifteen (15) business days of engagement or employment.
- (c) New Owner-Operators will receive on-road driver training by Owner-Operators with at least two (2) years seniority with the Company.

8.5 An Owner-Operator's contractual relationship with the Company shall cease and will be deemed severed if he:

- (a) voluntarily cancels his contract;
- (b) justifiably has his contract cancelled;
- (c) accepts a contract other than that declared as the basis for a leave of absence;
- (d) fails to perform services, without prior authorization, for a period of two (2) consecutive days without acceptable, mitigating reason(s);
- (e) fails to produce or provide proof of vehicle insurance as required by the Company;
- (f) has his contract temporarily cancelled and is not recalled for more than twelve (12) consecutive months.

8.6 An Employee's employment relationship with the Company shall cease and will be deemed severed if he:

- (a) voluntarily resigns;
- (b) justifiably has his employment terminated;
- (c) accepts employment other than that declared as the basis for a leave of absence;
- (d) is absent for more than two (2) days without permission from the Company without acceptable, mitigating reason(s);

(e) is laid off and not recalled for more than twelve (12) consecutive months.

8.7

- (a) Regular Owner-Operators/Employees are defined as Owner-Operators/Employees who perform dedicated, scheduled or routine dispatched services. On-Call or Casual Owner-Operators/Employees may be used only in emergency, overflow or peak volume situations and will not be used to perform services where a Regular Owner-Operator/Employee is willing, qualified and able to do the work within the service requirements of the customer.
- (b) On-Call and Casual Owner-Operators/Employees shall not be subject to or covered by the terms of the Collective Agreement save and except the membership and Union dues provisions under Article 2 (Union Security), unless it can be demonstrated by the Union that they are Regular Owner-Operators or Employees. They will be identified by a special series of Owner-Operator/Employee numbers and a report on the use of such Owner-Operators/Employees will be provided to the Union each month. On-Call and Casual Owner-Operators/Employees will receive commission or other revenue equal to the minimum rates set out in the Collective Agreement.
- (c) In the event that there is a dispute involving the use of On-Call or Casual Owner-Operators/Employees in a manner not contemplated by this Article, the parties may invoke the grievance and arbitration provisions of the Collective Agreement.

ARTICLE 9 — LAYOFFS

- 9.1 In the event of a contract suspension/lay-off, the Company shall consider the qualifications and availability of the Owner-Operator/Employee, including the size, type, physical appearance and mechanical condition of vehicles required, and any specific customer requirements; and where these are relatively equal, the Owner-Operator's/Employee's seniority date will be the determining factor.
- 9.2 An Owner-Operator/Employee subject to contract suspension/lay off because of a failure to meet the requirements in b) above relating to qualifications and/or availability, will have ten (10) working days to comply with those requirements in order for seniority date to become the determining factor. In the event of contract suspension/layoff in which Owner-Operators/Employees are in a position to exercise the provisions of this clause, the parties agree to meet with the objective of minimizing operational disruption and procedural delays.

ARTICLE 10 — PROMOTION OUTSIDE THE BARGAINING UNIT

- 10-1 Owner-Operators/Employees who accept a position with the Company not subject to this Collective Agreement will retain their seniority after such appointment for a one hundred and eighty (180) calendar day period only. If returned for any reason or if they voluntarily

request reinstatement to their former position, the time served in the exempt position shall be included in their seniority rating. Such Owner-Operators/Employees shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be discharged in said position beyond the jurisdiction of this Agreement. This Article is to be applied only once for any Owner-Operator/Employee during the term of this Agreement, unless the parties agree otherwise.

ARTICLE 11 — NEW POSTING

11.1 All new or vacant scheduled work of two (2) consecutive hours or more shall be posted immediately or as soon as reasonably possible. The information which shall appear on the posting will include, but is not restricted to, the following:

- the schedule and hours of work;
- a description of the work including the general boundaries as they exist at the time of the posting, the estimated number of stops and the approximate mileage;
- the qualifications and equipment required for the work;
- the settlement basis; and
- any requirement for individual contractual/employment arrangements with the Owner-Operator/Employee.

It is understood that the equipment required for the work and specified in the posting must remain in compliance. Any exception to this provision, either in the form of a variation in the equipment or as may be raised by the Local Chairperson, is subject to the consent of the Company, failing which the work may be deemed to be vacant and will be posted.

11.2 Owner-Operators/Employees wishing to apply for a posted work must do so within four (4) business days of the posting period using the form or manner established by the Company.

With respect to new work, postings shall be assigned upon a consideration of seniority date, capability, the vehicle required for the work, training required, availability and the ability to meet the requirements of the Customer, all of which stand in no priority to the other and shall not hinder the unlimited discretion of the Company in the assignment of such work.

It is the responsibility of all Owner-Operators/Employees to check the posting boards at the appropriate office for any new, additional postings. Postings will also be mass paged on the first day of the posting.

Upon completion of the posting, the Local chairperson and the Union shall be notified, in writing, with a copy on the bulletin board and notification to the applicant.

11.3 For the purpose of this Article, “qualified” is understood to include the size, type, physical and mechanical condition of the vehicle required. Vehicle colour shall not be used in any determination of qualifications, unless stipulated by the customer (proof of requirement to be provided).

11.4 Scheduled work of less than two (2) consecutive hours will be assigned, in whole or in part, in order of seniority date to Owner-Operators/Employees with existing postings subject to the qualifications of the Owner-Operator/Employee and the ability to have the work completed within the service requirements of the client(s). Failing assignment of such work in accordance with the foregoing, such work will then be assigned to any available, qualified Owner-Operator/Employee.

11.5 The Company shall have the right, at its discretion to repost work where the incumbent Owner-Operator or Employee is providing services in excess of ten (10) consecutive hours and/or where the work can be combined with other work to create a run of eight (8) to ten (10) consecutive hours.

ARTICLE 12 — TRANSFER OF COMPANY TITLE OR INTEREST

12.1 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire business or part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding not including the financial arrangements thereof.

12.2 If the Company acquires by way of purchase or in any other manner, the business undertaking of any other Company and such operations are merged, the seniority of all active Owner-Operators/Employees will be dovetailed, including those Owner-Operators/Employees who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all Owner-Operators/Employees after the merger, termination of Owner-Operator contracts, or of Employee employment, by reason of redundancy will proceed on the basis of seniority, subject to qualifications and availability in accordance with Article 8.

ARTICLE 13 — LEAVE

(a) Leave for Work with the Union

An Owner-Operator/Employee elected or appointed to a position with CCT & GW shall be granted an indefinite leave of absence without pay provided that advance notice is provided to the Company sufficient to permit the Company to engage or employee a replacement. Normally one person will be allowed leave under this provision at any given time, but the Company will not unreasonably refuse applications for more than one Owner-Operator/Employee where these can be accommodated within the operational requirements of the Branch. During such leave, the Owner-Operator's/Employee's seniority shall accumulate but any other benefits shall be suspended immediately for the duration of the leave.

(b) Other Leave

An Owner-Operator/Employee shall be entitled to request a leave in writing, without pay, for reasons other than in (a) above and same will not be unreasonably denied subject to the Company's exclusive determination of operating and service considerations. The Company may cancel such leave on ten (10) days notice to the Owner-Operator/Employee.

ARTICLE 14 — VEHICLES

14.1

- (a) It is to the mutual advantage of both the Company and the Owner-Operator that Owner-Operators shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty and responsibility of the Owner-Operator to maintain his/her vehicle in a safe operating condition in accordance with the Department of Transport's or other applicable regulations.
- (c) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Owner-Operator.

14.2 **Decaling Premium** — Owner-Operators are to be paid a one percent (1%) premium for providing and operating a white vehicle displaying Company decal identification. Decaling is to be paid by the Company.

14.3 The Company may set reasonable standards for age and condition of vehicles, and of replacement vehicles.

14.4 The Company will supply a favourable rental agreement with a local company for short term vehicle replacements. The driver will have the option of paying directly or having the charges deducted from the Owner-Operator's settlement. The rental and the duration of same must be pre-authorized by the Company, as must any extension of the rental period. An Owner-Operator will be required to have full insurance coverage, including full collision, third party liability and comprehensive.

ARTICLE 15 — GENERAL

15.1 The Company will devote its best efforts towards keeping the Owner-Operator fully engaged in providing services but recognizes that the Owner-Operator may provide services for other than Dynamex where the provision of such services will not adversely impact operations or services provided to customers of Dynamex and does not otherwise conflict with any provision of the Collective Agreement or attachments thereto.

15.2 The Company agrees to provide clean, sanitary washrooms and all rooms be provided with fire exits as required by law and adequate heat.

15.3 **Bonding** — Should the Company require any Owner-Operator to give bond, the premium involved shall be paid by the Company. The primary obligation to procure bond shall be on the Company. If the Company can not arrange for a bond for an Owner-Operator within thirty (30) days, they must so notify the Owner-Operator in writing. Failure to so notify shall relieve the Owner-Operator of the bonding requirement. If the proper notice is given, the Owner-Operator shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements, standard premiums only on said bond to be paid by the Company. A standard premium shall be that premium paid by the Company for bonds applicable to all other of its Owner-Operators in similar classifications. Any excess premium is to be paid by the Owner-Operator. Owner-Operators must be bondable.

15.4 **One Driver — One Truck** — No Owner-Operator will be allowed to represent, or act on the behalf of, or control other Owner-Operators (one truck, one driver).

For a period of approved leave, and subject to prior authorization by the Company, the Owner-Operator is permitted to substitute another driver for his/her vehicle. This consent is given provided that the individual is approved, in advance (within five days), by the Company and that the settlement with the individual remains the responsibility of the Owner-Operator.

15.5 Upon ratification of this Agreement, the Company and the Union shall commence quarterly labour/management meetings to be attended by Company Representatives, Union representatives and Stewards.

15.6 For measures involving adverse impact for Owner-Operators or discipline for Employees, all infractions of Rules and Regulations shall be removed from the Owner-Operator's or Employee's record after one (1) year.

15.7 The Company will provide Owner-Operators with a guideline booklet.

15.8 The Company agrees that it will contact the Union when additional Owner-Operators are required and the Union agrees to endeavour to refer competent, qualified personnel.

15.9 The Company will establish Fleet levels that allow for a five percent (5%) reduction in the existing Fleet at present call volumes provided that attendance and On Time Delivery Performance are maintained at a minimum of 96%.

ARTICLE 16 — SETTLEMENT PERIOD

16.1 Settlement cut-offs will be the 15th and last day of each calendar month. Minor settlement shortages, when brought to the attention of the Company, will be issued on the next

scheduled settlement cheque. Shortages of one hundred dollars (\$100.00) or more will be paid within five (5) business days of being reported. In order to be eligible for correction, it is expressly understood that settlement shortages must be reported within ten (10) business days of the date of the issuance of the settlement cheque on which the shortage appeared. Settlement cheques with cut-off date being the last day of the month will be issued on the 15th of the month. Settlement cheques with the cut-off date being the 15th of the month will be issued on the 1st of the following month. Where the cheque issue date falls on a weekend or on a long weekend, the Company will issue the cheques on the business day before the weekend or long weekend, and date them for the Saturday. Cheques will be issued on the morning of the payday.

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

16.3 The Company will make MACPASSes available for purchase by Owner-Operators, with payment to be deducted from their settlement. The company reserves the right to limit such availability if the company feels the Owner-Operator is abusing this provision. In the event that the Owner-Operator leaves the company or is terminated, the transponder must be returned to the Company, and any monies owing under this clause will be deducted or refunded on their final cheque.

ARTICLE 17 — BULLETIN BOARDS

17.1 The Company agrees to permit posting of any notice of Union meetings or functions on the bulletin board conspicuously placed and provided for the purpose, provided they are authorized and signed by an officer of the Local Union.

ARTICLE 18 — GENERAL HOLIDAYS

18.1

As applicable to the Company's terminal in Dartmouth, Nova Scotia, the following are recognized as General Holidays in respect of Company operations:

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

Any additional general holiday proclaimed by the federal government will be deemed to have been added to the above list.

ARTICLE 19 — ANNUAL LEAVE/VACATION

19.1 Annual leave/vacation will, as far as practicable, be granted at the times most desired by an Owner-Operator or Employee. An Owner-Operator or Employee to qualify for consideration of his/her request for annual leave/vacation, in accordance with his/her contract service/seniority date standing, must notify the Company in writing of his/her preferred annual leave/vacation by March 1st of each year; within seven (7) calendar days of which the resulting schedule will be confirmed and posted by the Company and thereafter such schedules shall not be changed unless mutually agreed to by the Owner-Operator or the Employee and the Company. Annual Leave/vacation periods must start on completion of an Owner-Operator's or Employee's normal work week and end on the last day of his normal work week unless otherwise mutually agreed between the parties. Owner-Operators or Employees wishing to split annual leave/vacation periods can only exercise their seniority start date rights for a maximum of two (2) such periods. Requests for annual leave periods shall not be unreasonably withheld, however, the Company reserves the authority to designate annual leave periods in a manner consistent with the efficient operations of the terminal, including but not limited to fleet size and composition.

In the event an Employee does not apply for vacation, the Company has the option of establishing the vacation time for such Employee.

ARTICLE 20 — UNIFORMS

20.1 At the Company's or the Customer's request, all Owner-Operators/Employees shall wear a uniform, the components and issuance of which shall be determined by the Company. Owner-Operators/Employees shall comply with this request and once issued, the uniform must be worn at all times by the Owner-Operator/Employee when providing services to the Company's customers and clients. The cost of the uniform will be borne by the Company.

ARTICLE 21 — HEALTH SERVICES & PENSION PLANS

21.1 **Health & Welfare** — The Company agrees to make the Company Health Insurance Benefits available to Owner-Operators and Employees on a voluntary basis, providing they pay 100% of the premium. The Company agrees to remit funds deducted from Owner-Operators and Employees to another plan if such plan is chosen in its entirety by the Bargaining Unit members. The Company will not administer the plan nor negotiate it.

21.2 Owner-Operators must provide proof of Workers' Compensation Coverage. The Company will continue to provide payment arrangements through settlement deductions.

ARTICLE 22 — INSURANCES & LICENCES

22.1 The Company will provide cargo insurance for its customers at the Company's expense. It is further agreed and understood that the Owner-Operator's/Employee's responsibility will

be limited to the deductible of two hundred and fifty dollars (\$250.00) per occurrence except where loss or damage is due to an Owner-Operator's or Employee's willful disregard or negligence.

22.2

- (a) At its sole discretion, the Company will provide an appropriate motor carrier authority vehicle licence authorizing transportation of the freight provided by the Company for the Owner-Operator's trucking equipment while in use under this Collective Agreement, where applicable.
- (b) All Owner-Operators are required to maintain the minimum Commercial Public Liability and Property Damage vehicle insurance required by the Company and such additional insurance as may be required for particular applications.

22.3 The Company will lease to and maintain communication equipment for Owner-Operators and Employees (equipment decisions are made by Dynamex and its Customers). This will be at a cost of \$25.00 per settlement period for Owner-Operators and Employees engaged or employed on or before the date of ratification of this Collective Agreement (\$41.27 per settlement period for Owner-Operators and Employees engaged or employed after the date of ratification) and will be deducted from each settlement cheque for Owner-Operators and Employees.

Any damage resulting from the proven neglect, negligence, willful intent or recklessness of the Owner-Operator or Employee shall be paid for by the Owner-Operator or Employee.

ARTICLE 23 — JOINT RATE COMMITTEE

23.1 The Company acknowledges that the assistance of the Union in determining rates charged to customers and in establishing procedures and practices that will contribute to increasing the income of both Owner-Operators and Employees and the Company is invaluable and welcomes such support. With this spirit of cooperation as a basis, a Joint committee of two (2) representatives of the Company and two (2) from the Union shall be formed immediately and shall meet monthly or at such other times as may be agreed upon by the Committee to review the rates charged customers by the Company and other issues including fleet size, yield per call, on time delivery performance and new service/product development. The rise in the cost of living shall be one of the factors taken into account in determining whether or not there should be a rate increase.

23.2 Union members of the Committee to be paid for time spent at twenty dollars (\$20.00) per hour. A senior Company official will be present at the start-up meeting of the Committee. The Union will notify the Company within one (1) month of ratification of the names of the individuals who will represent the Union on the Committee.

23.3 Whenever possible, decisions as to rate increases and the timing 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 members of the Committee no later than the next meeting of the Committee.

- 23.4 After three (3) months engagement or employment, Owner-Operators/Employees shall have the right to request that the Rate Committee undertake a review and assessment of their revenues or earnings that fall below the following minimum expectancy benchmarks:

Vehicle Type	Minimum Expectancy Benchmark
Car	\$70.00
Van	\$95.00

- 23.5 The Committee shall determine the reasons and causes behind an instance where an individual's revenues or earnings fall below the Minimum Expectancy Benchmark expectancy based on a semi-monthly per diem average calculated on actual complete days worked and corresponding to the regular settlement period. Calculations are based on the Owner-Operator being available to work on each complete business day of the settlement period and averaged to yield a semi-monthly total for the applicable settlement period. The Committee shall recommend appropriate corrective action including revenue adjustments required in specific cases. It is understood and agreed that minority recommendations respecting revenue adjustments, by at least one-half of the Committee members, may be, if not accepted by the Branch Manager or designate, referred to the grievance and arbitration process under this Collective Agreement.

The Rate Committee will establish the parameters and mechanics of a Rotational Road Trip procedure at the first Meeting of the Committee, which the parties agree will take place within one (1) month of ratification.

ARTICLE 24 — SETTLEMENT

24.1

- (a) Base Rate 67% Existing Owner-Operators; the Company 33%, calculated after application of the Universal Cost Adjustment (UCA).
Base Rate 63% Existing Biker/Walkers entitled to 4% Vacation Pay; 61% Existing Biker/Walkers entitled to 6% Vacation Pay, calculated after application of the UCA.
- (b) Owner-Operators engaged after ratification: 67%, calculated after application of the UCA.
Biker/Walkers employed after ratification: 63% where Vacation entitlement is 4%, or 61% where Vacation entitlement is 6% as determined by length of service, calculated after application of the UCA.
- (c) The revenue split referred to in this agreement is all-inclusive and includes all monies deemed to be owed to the Owner-Operator, including any monies deemed to be owed to the

Owner-Operator under any Provincial or Federal employment statutes. This provision does not apply to Bikers/Walkers.

24.2 Owner-Operators and Biker/Walkers to share in all customer discounts. Discounts may be referred to the Joint Rate Committee for review and consideration.

24.3 From the first pay period thirty (30) days after date of ratification and for twelve (12) months thereafter, revenue will be capped at the current levels and commissions will not be paid on any rate increases during that period.

24.4 Owner-Operators and Biker/Walkers will be eligible for a Sales Lead commission of ten percent (10%) on new business from bona fide new customers, or verifiable new business from existing customers, subject to proper credit approval and based on receivables, for the first twelve (12) calendar months.

ARTICLE 25 — DURATION OF AGREEMENT

The duration of the Agreement shall be three (3) years, commencing January 1st, 2010. No retroactivity shall apply unless specifically referenced herein. All provisions shall be effective from the date of ratification unless specifically provided for otherwise in this Agreement. This Agreement shall continue automatically for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months next preceding the expiration date of this Agreement, that it desires to amend or terminate it.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20_____.

FOR THE UNION:

FOR THE COMPANY:

APPENDIX "A"

**OWNER-OPERATOR CONTRACT FOR
RETENTION OF SERVICES**

This Agreement made this _____ day of _____, 20____

Between:

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

and

OWNER-OPERATOR

Name in Full: _____

WITNESSETH

WHEREAS the Owner-Operator owns/leases a vehicle (the "Vehicle") suitable for pickup 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. 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 or solicit 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. 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.
3. 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.
4. 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. It is understood that the burden of proof shall be on the Company in respect of any allegation of a breach under these provisions.
5. 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.
6. 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.
7. 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.
8. 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.

9. Any notice to be given under this Agreement shall be in writing and faxed, 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 CORP

Per: _____

Title: _____

WITNESS

OWNER-OPERATOR

LETTER OF UNDERSTANDING

The Company and the Union understand and agree that "seniority date" is used in the Collective Agreement to refer to the rights of members of the bargaining unit as these pertain to job security, leave of absence and other applications under the Collective Agreement.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20__

For the Union

For the Company

LETTER OF UNDERSTANDING

In the event an Owner-Operator fails to meet any statutory or regulatory requirement relating to the operation of his/her vehicle, the parties understand and agree that same may not necessarily result in the permanent cessation of the Owner-Operator's contractual relationship with the Company in accordance with the provisions of Article 8.05. In such cases, the parties agree to review the facts, circumstances and issues involved on a case by case basis with the understanding that matters involving personal or public safety, negligence, serious breach of statutory or regulatory provisions or requirements, or any other issues the parties may mutually agree upon, may be cause for the permanent cessation of the contractual relationship under the provisions of sub clause b) of Article 8.05.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20____.

For the Union

For the Company

LETTER OF UNDERSTANDING

Prior to posting work under the provisions of Article 8.09, the Company will inform the Local Chairperson of the posting and the requirements/criteria that are to be included in the posting in order to permit his commentary and suggestions with respect to same.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20__.

For the Union

For the Company

LETTER OF UNDERSTANDING

NO. 6

Within 60 days of ratification, the parties agree to establish a joint committee of up to three (3) members representing each party to review the criteria and provisions respecting the posting of work under the terms of Articles 9 and 10 of the current Collective Agreement, as such may have retroactive implications on a case by case basis. Subject to that review, and within 90 days of ratification, the Company will re-post, either individually or in combination, existing scheduled work of two (2) consecutive hours or more which had been awarded (posted or assigned) in the twelve (12) month period preceding ratification of the Collective Agreement.

Any postings resulting from this review shall be awarded on the basis of seniority date, qualifications and the ability of the Owner-Operator/Employee to have the work completed within the service requirements of the client(s). The parties understand and agree that the purpose of such re-posting is the creation of scheduled work of four (4) consecutive hours duration or more.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20__.

For the Union

For the Company

LETTER OF UNDERSTANDING

NO. 6

It is understood and agreed that for the purposes of the application of Article 11.02 of the Collective Agreement, Keith Young (#400), Mary Smith (#162) and Gene Sutherland (#305) were engaged by the Company prior to the date of ratification of the Collective Agreement expiring January 1, 2003.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20__.

For the Union

For the Company

LETTER OF UNDERSTANDING

NO. 6

It is understood and Agreed that Appendix "A" ("Owner-Operator Contract for Retention of Services") is a condition of engagement for an Owner-Operator, and supercedes any previous individual contract which is rendered null and void upon execution, but that Article 2.0 of the Appendix is not intended to override or negate the just cause provisions of the Collective Agreement, nor is the Appendix intended to create any liability for the Union as distinct from an individual Owner-Operator. The parties also understand and agree that Appendix "A" is subject to renewal bargaining on the expiry of the Collective Agreement.

Dated at Dartmouth, Nova Scotia this _____ day of _____, 20__.

For the Union

For the Company