

# **COLLECTIVE AGREEMENT**

## **OWNER OPERATORS**

*between*

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

*and*

**TEAMSTERS LOCAL UNION 938**  
*affiliated with the*  
*International Brotherhood of Teamsters*  
*(hereinafter referred to as the "Union")*

**EXPIRY DATE: December 19, 2015**

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## ARTICLE 1 - PREAMBLE & RECOGNITION

- 1.01 The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all Dependent Contractors contracted by the Company at all Company operations, including Dependent Contractors engaged on any Dedicated Fleet services customer account and any Same Day customer account, save and except supervisors, those above the rank of supervisor, office staff, sales staff, dispatcher and tracer.

The term "Dependent Contractor" shall mean all "Owner-Operators" and all Owner Operators shall, as a condition of their engagement, be subject to this Agreement.

Any current work conditions will not be changed.

The Company agrees to allow Owner Operators considered Same Day to bid on the contracts that are Dedicated Fleet with full seniority. The pay out will be adjusted proportionately to allow for the increased benefits costs to allow the Company to be in a cost neutral position.

The Company agrees to allow Owner Operators considered Dedicated Fleet to bid on the contracts that are Same Day with full seniority. The Dedicated Fleet Owner Operators will be able to participate in the benefits that the Same Day Owner Operators are entitled to. Participation in the benefit plan will be subject to acceptance by the Benefit Provider.

Dedicated Fleet Owner Operators are Owner Operators that are dedicated to specific clients for the majority of their work day and for Dedicated Heavy Equipment and Compliance vehicles.

- 1.02 For any new terminal established or any existing terminal, under the jurisdiction of Local 938, the following conditions shall apply:

"any and all Owner-Operators contracted shall, as a condition of their engagement, be subject to this Collective Agreement"

- 1.03 The effective date of this Agreement shall be from the date of ratification until December 19<sup>th</sup>, 2015.

- 1.04 The Company and the Owner-Operators consider their relationship to be that of Owner/Dependent Contractor and not employer/employee and nothing, herein shall be read as expressing a contrary intent.

In consideration of the Company entering into this Agreement with the Owner-Operators and allowing the Owner-Operator to service the Company's customers, the Owner-Operator hereby covenants, agrees, acknowledges and confirms that, during the term hereof, and upon the termination of this Agreement for any cause or by means whatsoever, then for a period of one (1) year from the termination of this Agreement, the Owner-Operator shall not either personally or by its agent, or by letters, circulars or advertisements, or in any other manner whatsoever, whether on its own behalf of any person, persons, firm, association, syndicate, company or corporation, canvass, solicit or do business of a similar nature as that of the Company with any person, persons, firm,

association, syndicate, company or corporation who: either are customers of the Company at the time of the termination of this Agreement; or have been customers of the Company within a period of six (6) months prior to the termination of this Agreement; and have become known to the Owner-Operator as customers of the Company; and by reason of the Owner-Operator having over a period of time serviced such customers, have become known to the Owner-Operator.

The above restriction shall apply only to those municipal areas within which the Owner-Operator has usually serviced the Company's customers.

In consideration of the Company entering into this Agreement with the Owner-Operator and allowing the Owner-Operator to service the Company's customers, the Owner-Operator hereby covenants, agrees, acknowledges and confirms that during the term hereof, and upon the termination of this Agreement for any cause or by any means whatsoever, then for a period of one (1) year from the termination of this Agreement, the Owner-Operator shall not use or disclose any information concerning the business, or customers, of the Company which may have been acquired by it during the 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.

The above restriction shall apply only to those municipal areas within which the Owner-Operator has usually serviced the Company's customers.

The Contractor agrees that, by virtue of the nature of the service provided by it to the Company's customers, a close relationship may develop with the said customers and therefore the Owner-Operator further acknowledges that the restriction period of one (1) year as set forth in the paragraphs herein is reasonable and necessary in order to enable the Company to have such relationship re-established with another Owner-Operator.

The Owner-Operator agrees that, should it commit a breach of the paragraphs herein and, as a result thereof, a customer of the Company is lost or should the Company suffer any loss of business from such customer as compared to the amount of business previously enjoyed by the Company prior to the said breach, then by virtue of such breach or by virtue of proceedings for relief in respect to such breach, the Company will suffer damage, and the Company shall therefore have the right to seek damages in a Court of Law against the Owner-Operator and such damages shall be based upon, but not restricting to, the Company's actual average annual cost of obtaining new business and retaining old business, which costs the Owner-Operator agrees will be substantial.

The Owner-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 either of the paragraphs herein, and further that the remedy of damages and the remedy of an injunction shall not be mutually exclusive.

- 1.05 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.

- 1.06 The term "layoff" shall mean "temporary discharge" or "temporary contract cancellation".

## ARTICLE 2- UNION SECURITY

- 2.01 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Collective Agreement as a condition of their engagement.
- 2.02 All Owner-Operators must authorize the Company to deduct from their settlement an amount equal to the Local Union's monthly dues for the duration of this Agreement as their financial contribution to the Local Union.
- 2.03 Unless the Company is otherwise notified, all Owner-Operators shall, as a condition of their continued contract, authorize the Company to deduct an amount equal to the Local Union's Initiation Fees in installments of twenty-five dollars (\$25.00) per settlement period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full. The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the Owner-Operators from whom the money was deducted at the same time as the Union dues are remitted.
- 2.04 (a) The Company agrees, for the duration of this Agreement, to deduct from the first settlement cheque each month the monthly dues of any Owner-Operator under the scope of this Agreement and to remit such monies so deducted to the Head Office of the Local Union along with a list of the Owner-Operators from whom the monies were deducted not later than the tenth (10<sup>th</sup>) day of the month following the date upon which such monies were deducted. The checkoff list will include Social Insurance Numbers and names designated by terminals within the jurisdiction of each Local Union.
- (b) The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation Fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe settlement deductions of not more than twenty-five (\$25.00) per settlement period. The Union will refund directly to the Owner-Operator any such monies deducted in error along with confirmation of such refund to the Company.
- (c) The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall, each month, add the name of each new Owner-Operator contracted on since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each Owner-Operator who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.
- (d) The checkoff and cheques for the Union dues deducted, must be in the office of the Local Union not later than the tenth (10<sup>th</sup>) day of the month following the month in

which the monies were deducted. If the checkoff and the cheque have not arrived by the tenth (10th) day of the month, the Local Union Secretary - Treasurer will, by Registered Mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.

(e) The deduction of Union dues shall be made from every Owner-Operator including, but not limited to, probationary Owner-Operators.

(f) The Company shall show the yearly Union monthly dues deductions on Owner-Operators' Statement of Earnings.

2.05 The Company agrees to acquaint new Owner Operators with the fact that a Collective Agreement is in effect and provide a copy of the Collective Agreement to the Owner Operator within one (1) working day from the first day of working on the job. The Company will, at the same time, advise the Owner Operator in writing of the name, driver number and phone number of all Union Stewards.

### **ARTICLE 3- MANAGEMENT FUNCTIONS**

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

- (a) maintain order, discipline;
- (b) engage, discharge or transfer showing just cause, classify, temporarily discharge or suspend the Owner-Operator's contract;
- (c) establish and enforce rules and regulations not inconsistent with the provisions of his Agreement, governing the conduct of Owner-Operators;
- (d) generally to manage and operate Dynamex Canada Corp;

3.02 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement. This clause shall not deprive Owner-Operators of the right to exercise the Grievance Procedure as outlined in this Agreement.

### **ARTICLE 4- DISCRIMINATION**

4.01 No person shall be refused engagement or in any manner be discriminated against in accordance with the Canadian Charter of Rights and Freedoms.

4.02 A representative of the Local Union shall be allowed to enter the Company's premises to deal in the administration of the Agreement provided he does not interfere with the normal operation of the Company.

### **ARTICLE 5- STEWARDS**

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

- 5.02 (a) Wherever possible, grievances shall be processed during the normal working hours of the Steward. A Steward shall receive his regular rate of settlement when grievances or pending grievances are processed with the Company on Company property or at any other place which is mutually agreed upon by both the Union and the Company.
- (b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be compensated for all time spent during the processing of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.
- (c) Should the Company find that a Steward's activities interfere with the normal course of his duties or the duties of other Owner-Operators, the Company may contact a representative of the Local Union and/or register a Grievance commencing with Step 2 as outlined in Article 6.02 of this Agreement.
- (d) When a Steward is required by the Company to attend a meeting, he will be paid \$18.00 per hour for the time spent in the meeting subject to a 3 hour minimum or for the lost earnings incurred as a result of attending the meeting.
- (e) Should the Company find it necessary to contact a Steward on his personal cell phone regarding a labour relations matter, the Steward shall be compensated for that cell phone usage. To receive payment the Steward must provide a copy of his cell phone bill that identifies the date and time of the calls made by the Company.
- 5.03 The Union will inform the Company in writing of the name of the Steward and of any subsequent change in the name of the Steward. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 5.04 The Company will notify the Union by Registered Mail, facsimile or courier delivery, prior to the suspension or cancellation of a Steward contract. Failure of the Company to comply with this procedure shall render the dismissal or suspension null and void.
- 5.05 For the purpose of temporary and permanent discharge, and job postings, the Steward shall be established on the seniority list as "second man". In a terminal where there is more than one Steward, the Steward with the most seniority shall be the Steward for the purpose of applying this clause.
- 5.06 For the purpose of processing or investigating specific grievances or disputes, Business Representatives and Stewards shall have access to all pertinent documentation as required.

## **ARTICLE 6 - GRIEVANCE PROCEDURE & ARBITRATION**

- 6.01 (a) Business days will be considered as Monday to Friday, excepting statutory holidays for the purpose of applying this Article.
- (b) A grievance shall consist of a dispute concerning interpretation and application of any clause in this Agreement, alleged violations of the Agreement and alleged abuses of discretion by supervision in the treatment of Owner-Operators contrary to the terms

of the Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration. Disciplinary action resulting from violations of Company policies are subject to the grievance procedure.

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.

6.02 (a) An Owner-Operator having a grievance will first take up the grievance within ten (10) business days after the occurrence or knowledge of the matter which is the subject of the grievance with the Manager or designate who will attempt to adjust it. The Manager or designate will give an answer without undue delay but not later than three (3) business days after the grievance has been presented.

(b) STEP 1 - If the grievance is not adjusted by the Manager or designate within three (3) business days of receipt of the Manager's or designate's reply, it shall be reduced in writing on an Owner-Operator grievance form provided by the Union and signed by the Owner-Operator involved and/or the Union Steward. The Manager or designate shall give an answer in writing to the Owner-Operator involved and/or the Union Steward without undue delay but not more than three (3) business days after the grievance has been presented in writing.

STEP 2 - Failing settlement at the above step, the Manager or designate shall render a decision in writing and shall refer the grievance to and arrange a meeting between the Union and the General Manager or designate within fifteen (15) calendar days of the date that the grievance was registered in writing. This meeting shall be held in the home terminal of the Owner-Operator involved unless otherwise agreed. The General Manager or designate shall render a decision in writing within seven (7) calendar days from the date that the grievance was referred to the General Manager or designate.

(c) POLICY OR GROUP GRIEVANCE - A policy grievance or a group grievance of the Union which is distinguished from an individual Owner-Operator's grievance, must be sent by Registered Mail via Dynamex Canada Corp or be personally delivered to the General Manager within ten (10) business days after the occurrence or knowledge of the matter which is the subject of the Grievance.

A meeting shall be arranged by the General Manager with the appropriate Owner-Operators involved within fifteen (15) business days of receipt of the grievance in order to resolve the dispute. The General Manager shall give a reply in writing within three (3) business days if the grievance is not settled at this meeting.

(d) The names of the Managers and the designated authorities will be posted at each appropriate location.

(e) Grievances dealing with cancellation of engagements or suspensions shall be registered in writing within ten (10) business days from the time of the suspension and shall commence with Step 2 of the Grievance Procedure.



(f) Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a Single Arbitrator as outlined in Article 6.05 and 6.05 (a).

- 6.03 In the event the Union or the Company has a grievance, it shall be the responsibility of the grievor to advise the other party in writing within ten (10) business days of the alleged violation of the Agreement and by such notification arrange a meeting within fifteen (15) business days between the General Manager or designate and a duly accredited principal officer of the Local Union or designate. Should the grievor fail to reach a satisfactory settlement, the grievance may be submitted to a Single Arbitrator as outlined in Article 6.05 (a) or Article 6.05 (b).
- 6.04 It shall be the responsibility of the party desiring arbitration to so inform the other party in writing in the case of a grievance within thirty (30) calendar days after the final disposition of the grievance in the preceding steps.
- 6.05 Should the parties fail to reach satisfactory settlement in the preceding steps, the final settlement of the grievance may be submitted to a Single Arbitrator.
- 6.05 (a) A notice of intent to arbitrate under the foregoing provision shall contain the name of the aggrieved party's appointee. Within seven (7) business days from the receipt of the notice of intent to arbitrate the other party must, in turn, name their appointee. Should either party fail to name their appointee within the required seven (7) business days or should the appointee fail to select an Arbitrator within thirty (30) calendar days from the date of their appointment, either party or their appointee shall request the Federal Minister of Labour to make the appropriate appointment.
- 6.06 The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Arbitrator.
- 6.07 Each of the parties hereto, will bear the expense of their appointee to the Arbitration and the parties will equally bear the fees and expenses of the Arbitrator.
- 6.08 The Company shall not be responsible for the payment of time used by an Owner-Operator in the investigation and settlement of a Grievance. The Company will make reasonable attempts to accommodate the Owner Operator's schedule.
- 6.09 All monetary grievances that are mutually agreed upon, shall be reimbursed the following settlement period, either by separate cheque or, in the alternative, the Owner-Operator's regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved. The Company agrees to pay the grievor as per the terms of the grievance settlement no later than the next pay period.
- 6.10 Any Owner-Operator covered by this Agreement when called into the Company's office shall be accompanied by a Shop Steward for any discussion that may result in disciplinary action. If an Owner Operator declines the opportunity to have a Steward present, the Owner Operator shall be required to acknowledge in writing that he has declined that opportunity.

- 6.11 The Union shall have the right to file a policy grievance on behalf of all Owner-Operators.
- 6.12 Time limits set forth in the Grievance and Arbitration Procedures, may be extended by mutual agreement in writing between the parties hereto. Saturdays, Sundays and paid General Holidays will not be counted in determining the time which any action is to be taken or completed under the Grievance and Arbitration Procedures.
- 6.13 Owner-Operators who have their contract cancelled will have their cancellation and reason confirmed in writing and their settlement will be mailed by Registered Mail to their last known address within ten (10) business days from the time of their contract being cancelled. Owner-Operators who terminate their engagement voluntarily shall have all monies owing them paid not later than the following settlement period and after all Company property has been returned.
- 6.14 Any record of an Owner Operator's breach of contract(s) will be removed from the file after one (1) year providing there are no further similar breaches during that one (1) year period.

#### **ARTICLE 7- STRIKES. LOCKOUTS & PICKET LINES**

- 7.01 During the term of this Agreement, there shall be no lockout by the Company or any strike, sit-down, work stoppage or suspension of work either complete or partial for any reason by the Owner-Operators.
- 7.02 The Company acknowledges the right of the Owner-Operators to recognize and refuse to cross a picket line.
- 7.03 The Union recognizes the right of the Company to protect its business and the property of its customers.
- 7.04 Each party recognizing the rights of the other in this regard, agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, its Owner-Operators or the Union.
- 7.05 In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

#### **ARTICLE 8- SENIORITY**

- 8.01 Seniority shall be Terminal wide and include all Owner Operators engaged at the Terminal and on the Terminal statement of earnings. If a posting is not filled from within the Terminal, then transfer requests from the members covered by the Northern Ontario Sudbury Agreement will be reviewed and if awarded to such a member, the member shall enter the Toronto facility as a new Owner Operator in all respects.
- 8.02 The purpose of seniority is to provide a policy governing work preference, cancellation

of contracts and reinstatement of contracts. In the event of a temporary or permanent contract cancellation, (at no fault of the Owner Operator) the Company shall consider:

- (1) the seniority of the Owner-Operator;
- (2) the qualifications of the Owner-Operator; where the qualifications are equal, the Owner-Operator's seniority shall be the determining factor.
- (3) For purposes of clarification, an Owner Operator servicing a client of Dynamex , whose contract is cancelled and who qualifies under this section may displace the most junior Owner Operator engaged at the dedicated customer account, or the most junior Owner Operator engaged at the terminal and on the terminals statement of earnings if 75% of the Owner Operator's daily revenue is lost.

Note: It is understood that Article 8.02 is interpreted to mean that if an Owner Operator loses 75% of the work (bids) for any reason, he may exercise the bumping right in article 8.02.

8.03 Seniority lists containing the name and starting date of Owner-Operators will be prepared and posted in the terminal every three (3) months on the bulletin board with sufficient copies for Stewards and Business Representatives. The posted list will not include phone numbers. Seniority lists containing the names, addresses, phone number and vehicle type of the Owner-Operators as contained in the records of the Company will be prepared and forwarded to the Local Union office annually during September of each year.

NOTE: It shall be the Owner-Operators' responsibility at all times to keep the Company informed as to his correct home address.

8.04 Owner-Operators shall be considered probationary until placed on the seniority list. After sixty (60) calendar days from the first day worked, the Owner-Operator shall be placed on the seniority list, dated accordingly. The Company must supply proof of same to establish personnel on the seniority list in accordance with the time they started.

8.05 Owner-Operators who join the Company as an employee to supervisory positions or positions not subject to this Agreement, will retain their seniority after promotion for a one hundred and eighty (180) calendar day period only. If for any reason they voluntarily request reinstatement as an Owner-Operator, the time served in the supervisory position shall be included in their seniority rating. Such Owner-Operators shall forfeit any and all recourse to the Grievance Procedure as outlined in this Agreement should he subsequently be cancellation of contract in such a position beyond the jurisdiction of this Agreement. This Article to be applied only once for any Owner-Operator during the term of this Agreement.

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

- (a) voluntarily cancels contract;
- (b) justifiably has his contract cancelled;

- (c) has had his or her contract cancelled and is not employed/contracted elsewhere and has refused to return to work within twenty-four (24) hours after being contacted personally. When the Owner-Operator cannot be contacted or is employed elsewhere then the Company will notify the Owner-Operator by Registered Mail to his last known address to return to work and he will be allowed no more than seven (7) consecutive days from the date of notification to report for work;
- (d) if he takes employment or if contracted other than that declared and agreed upon when applying for the leave of absence;
- (e) is absent for three (3) days without permission from the Company or without notice to the Company giving reasons for his absence;
- (f) if an Owner-Operator's contract is temporarily cancelled and not recalled for a period extending beyond twenty-four (24) consecutive working months.

8.07 Leave of absence in excess of thirty (30) days or an extension to an existing leave that will exceed in total thirty (30) days will not be granted until a request for same is submitted in writing to both the Local Union and the Company and is mutually agreed upon in writing.

- (a) A bona fide leave of absence under thirty (30) days shall not be unreasonably withheld or denied. The Company reserves the authority to designate leave of absence periods consistent with efficient operations of the Company terminals.

8.08 Absence due to bona fide illness or injury shall not be cause for cancellation of contract or loss of seniority providing the Company is notified of such illness or injury. The Owner-Operator shall notify the Company when he or she is able to return.

## **ARTICLE 9 – TRANSFER OF COMPANY TITLE OR INTEREST & MERGERS**

9.01 This Agreement, hereinafter referred to as “Agreement” shall be binding upon the parties thereto, their successors, administrators, executors and assigns. In the event that the entire operation or rights only are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer or lease of an individual run or runs or rights only, the specific provisions in this Agreement, excluding riders or other conditions, shall prevail. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Company fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Company (including partners thereof) shall be liable to the Local Union and to the Owner-Operators covered for all damages sustained as a result of such failure to require assumption to the terms of the

Agreement, but shall be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

- 9.02 If the Company acquires by way of purchase or in any other manner, the business or undertaking of any other Company, such operations are merged, the seniority of those Owner-Operators working for the acquired Company will be dovetailed including those Owner-Operators who are off work due to sickness or injury. If the Company acquiring the business or undertaking does not require all the Owner-Operators after the merger, temporary contract cancellations will commence at the bottom of the seniority list and such Owner-Operators will remain on the active seniority list for the purpose of recall.
- 9.03 Upon a sale, lease, transfer, takeover, acquisition and/or merger as contemplated above, if a conflict exists between Article 9.01 and/or 9.02 herein and the provisions of any other collective agreement, the provisions herein shall prevail. Upon any merger with another company, division or undertaking, the terms of this Collective Agreement shall apply to the merged unit.
- 9.04 Contracting Out and/or Sub-contracting:

#### **EXISTING BARGAINING UNIT WORK**

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

#### **NEW BARGAINING UNIT WORK**

In the event that the Company establishes a new location:

- (1) start up may be contracted out until work hours total at least forty (40) per week;
- (2) at this time, the Company agrees to hire a Supervisor to operate the new location until;
- (3) the work reaches an additional forty (40) hours per week level then the Company will hire a full time Owner-Operator;
- (4) in the event of closure at some future date the senior Owner-Operator will be the last to have his contract cancelled.

#### **INDIVIDUAL RULES**

Nothing in the above paragraph shall be constructed in such a manner that would prevent the Company and the Local Union(s) from meeting and mutually agreeing to rules governing present work or new work other than those outlined above. However, if there is not mutual Agreement, the rules set out herein will apply.

- 9.05 The Company shall notify the Union of any policy changes that will require Owner Operator signature(s) prior to demanding such signature(s).

### **ARTICLE 10- LEAVE OF ABSENCE FOR WORK WITH TEAMSTERS UNION**

10.01 The Company agrees to grant to all present Owner-Operators and all future Owner-Operators of the Teamsters Union, an indefinite leave of absence to work for the Teamsters Union retaining and accumulating seniority with their respective Company.

Such leave of absence shall be revocable upon seventy-two (72) hours notice by the Owner-Operators.

## ARTICLE 11- VEHICLES

- 11.01 (a) It is to the mutual advantage of both the Company and the Owner- Operator that Owner-Operators shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty and responsibility of the Owner-Operator to maintain his vehicle in a safe operating condition in accordance with the Department of Transport's regulations.
- (c) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Owner-Operator.
- (d) The Company will supply a favourable rental agreement with a local company. The Owner-Operator will have the option of paying the rental company directly or having the charge of the rental, for a maximum period of seven (7) days, deducted from his or her settlement. Any Owner-Operator having a breakdown of more than three (3) business days must rent a vehicle unless authorization is given by Management not to do so. In the event Management gives this authorization, the base guarantee will be reduced by that day. This option will be allowed to be exercised once in the period that the guarantee covers.

Furthermore it is agreed that if the Company requests proof of a mechanical breakdown, the Owner/Operator shall be required to furnish the Company with a repair or parts purchase receipt for the day in question.

An Owner-Operator will be required to have full insurance coverage in order to rent a vehicle. This includes full collision, third party liability, etc. The Owner-Operator will be responsible for all fines incurred.

- (e) The Company will offer to the Owner Operators as part of this Collective Agreement the following as long as the suppliers continue to participate:
- i. Fuel Card Program
  - ii. Vehicle Program which includes the cost of the vehicle, maintenance, and insurance with only a 3 month term commitment.
- (f) The Company is committed to working with suppliers on the following cost reduction programs:
- i. Vehicle Purchase Programs
  - ii. Vehicle Insurance reduction programs

(g) In relation to (e) and (f) above, the Company will endeavor to maintain such programs and implement replacement programs in the event existing arrangements are cancelled or significantly downgraded.

11.02 At the time the Company establishes the new Paint & Colour Policy, all new Owner-Operators' vehicles and any existing Owner-Operators' replacement or repainted vehicles must be Company designated colour. All Owner-Operators' vehicles must be free from body damage. All existing Owner-Operators must paint their vehicles, at Company expense, the Company designated colour, if so requested.

11.03 The Company will pay to have Owner-Operators' vehicles identified with Company decals.

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

## **ARTICLE 12- MEDICAL EXAMINATIONS**

12.01 Any medical examination requested by the Company shall be promptly complied by all Owner-Operators provided, however, that any expense not covered by the provisions outlined in the Health and Welfare Article will be paid by the Company. In the event the Company requires a medical examination at their cost, it will be taken during working hours and, in all cases, the Owner-Operator will be reimbursed for all time required in taking the medical at the regular rate of settlement and in all cases the Owner-Operator must be given one (1) day's notice.

12.02 Medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers licenses.

12.03 No medical report shall be required by the Company for Owner-Operators absent three (3) days or less due to sickness. In the event that the Company or Insurance Provider requires a medical Note/Certificate, the Company/Insurance Provider will pay costs. In an instance where the Company deems such costs to be unreasonable, the parties will meet to discuss. The Company has the option of sending the Owner Operator to a Company designated Doctor.

## **ARTICLE 13- GENERAL**

13.01 The Company shall have the authority to allocate the work to Owner-Operators having due regard to seniority and qualifications.

13.02 The Company will devote its best efforts towards keeping the Owner-Operators fully engaged in providing services.

13.03 Owner-Operators shall have the preference to work on the first five (5) consecutive days of the week.

13.04 Owner-Operators covered under this Agreement who are engaged on dedicated accounts or contracted routes will be responsible for having their work covered at all times. In the event that the said Owner Operator is unable to perform his/her contracted work for any reason including, but not restricted to sickness, annual leave,

mechanical problems etc., he/she must ensure that a responsible replacement is covering the work. If the Owner Operator does not find a responsible replacement, the Company has the authority to deduct from the Owner Operator all costs above his/her daily payout for covering the work on behalf of the Owner Operator. This article applies to Compliance vehicles only.

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

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

- 13.05 (a) CONTRACT POSTING - With a view to avoid any misunderstandings and to encourage Union input, the Company shall notify the Union at least four (4) working days prior to filling and existing vacancy or creating a new route for any Owner-Operator in the bargaining unit covered by this Agreement, the designated authority shall first post the notice at the appropriate terminal in order that all Owner-Operators will know about the position and be able to make written application. Such notice shall contain the following information:

Description of the work to be undertaken;  
Qualifications;  
hours of work;  
amount of settlement to be paid;

and upon completion of the posting the Steward and the Union shall be notified, in writing, with a copy on the bulletin board notifying the applicant.

Nothing in this clause shall prevent the Company from filling the posted job from within the bargaining unit or from any other source after the job has been posted and all applications have been given consideration.

No Owner-Operator shall successfully bid for more than two (2) posted fulltime vacancies in any one (1) calendar year (January through December).

All contract postings shall be awarded within five (5) working days from the date the job was posted originally, the jobs awarded to members for the bargaining unit shall be put in place within ten (10) working days or the Owner Operators shall be paid all earnings he would have earned above their current increment of job earnings if they were to perform the job.

In a situation where the Company cannot find a qualified Owner-Operator to post on the vacant run, the Company and the Union will agree to an extension not to exceed an additional two weeks. This provided that the Company meets its' obligation to post the new vacancy in a timely manner.

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



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

- (b) It is agreed that a 'Rate Committee' shall be established upon ratification. The Rate Committee shall consist of two (2) Management members and two (2) Owner Operator Stewards. The Rate Committee shall review new and proposed contract rates and rate disputes that may arise from time to time and make recommendations to management. Should the need arise, the Regional Vice President and the Union Business Representative shall attend to help resolve any outstanding issues. All runs and rates are subject to change after review by the rate Committee.
- (c) The Company may fill a posted vacancy of less than thirty (30) calendar days at its discretion. Posted vacancies known to be in excess of thirty (30) calendar days will be posted as temporary and when the absent Owner Operator returns to duty they will reclaim their posted work.
- (d) Drivers will be allowed to abandon a new posting and return to their previous position within 5 days of commencing work on the new posting. This option may be exercised by no more than 2 Drivers on any posting. It is understood that if the Driver notifies the Company he wishes to abandon the new posting, he will service the posting until a qualified replacement can be secured but no longer than 10 business days from the date the Driver notified the Company of his intent to abandon the posting.

13.06 PART-TIME HELP - The Company agrees that, during the term of this Agreement, they will not use any part-time or casual Owner-Operators.

The Company will have the right to draw from a pool of a maximum of five Replacement Drivers for contract work only. The Replacement Drivers will not be subject to the guarantee provisions of this Agreement. Should a Replacement Driver work two (2) or more full days in a month, he/she will be required to remit Union dues.

The Company and the Union agree to review the Replacement Driver clause upon request by either party to ensure that the service commitments to our customers are being met. The Company will use its judgment in the use of Replacement Drivers based upon anticipated call volume.

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

13.08 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 the bond shall be on the Company. If the Company cannot 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.

- 13.09 The Company agrees to contact their insurance carrier re grouping Owner-Operators into a pool arrangement.
- 13.10 The Company will provide Owner-Operators with a guideline book that has been professionally prepared. This book will outline some of the income tax rules that are related to the operations of a small business.
- 13.11 No Owner-Operator will be allowed to represent or act on behalf of, or control, other Owner-Operators (one truck, one driver).

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

- 13.12 Upon ratification of this Agreement, if either party proposes an Agenda, the Company and the Union shall commence monthly Labour Management meetings to be attended by the Union committee member(s) and Management. These meetings are intended to be a communications tool between the Union and the Company.
- 13.13 Bereavement Leave - in the event of a death in the immediate family, each Owner/Operator who has been engaged in excess of sixty (60) calendar days shall be entitled to days off to a maximum of three (3) days providing that the days off are regular business days from the day of the death to the day of the funeral or memorial service. Immediate family shall be defined as mother, father, sister, brother, spouse or child. The Owner/Operator's bi-monthly guarantee will be pro-rated for such days off on Bereavement Leave.
- 13.14 The Company shall provide a driver's room for use by Owner-Operators which shall be furnished with tables and chairs as well as heated and air conditioned.
- 13.15 The Company agrees to provide back support belts to any Owner-Operator requesting them. Should an Owner-Operator be issued a back support belt, it will be mandatory that it will be worn at all times while on duty.
- 13.16 The Company agrees that messengers are guaranteed nine (9) hours per day.
- 13.17 (a) Where the original posted rates of compensation are changed, the Company and the union agree that, if the original posted rate percentage is lowered, unless agreed upon between the Company and the Owner/Operator, a meeting shall be held between the Company and the Union to arrive at a mutually agreeable settlement prior to the rate change being put into place.
- (b) Where there is an increase or decrease on a dedicated route, the increase or decrease shall be equal to the original percentage rate of compensation or stops.

If there is an increase negotiated on tariff, the Owner/Operator shall be compensated a minimum of 65% revenue split for those receiving higher than 70% on revenue split.

Where an Owner-Operator is receiving less than 70%, he shall receive his normal percentage of revenue to maintain his earnings basis.

13.18 HEALTH & SAFETY

The Company, the Union Dependant Contractor and the employees collectively undertake to respect the health and safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of all employees.

COOPERATION

Both the Company and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations.

13.19 On postings for new work, an Owner Operator cannot be awarded a posting that he cannot complete within a 12 hour day over a 5 day period. If an Owner Operator bids on a posting, he must service the posting at that time.

This provision is not intended to thwart the earning opportunities of an Owner Operator but rather to ensure compliance.

13.20 The Company will post the name(s) of the successful candidate on a posting and will provide a copy to the Union Stewards within five (5) business days of the decision being made. The Company will also post the awardment and place a copy in the file of the successful candidate.

13.21 An Owner-Operator may exercise the right of refusal to perform work which he or she feels puts them in danger in accordance with the Canada Labour Code Part II.

13.22 The Company and members of the bargaining unit collectively undertake to respect the Health & Safety measures prescribed by applicable laws and regulations in order to ensure the health and safety of everyone.

Both the Company and the Union declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code.

13.23 No person employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an Owner Operator to refrain from processing a grievance, postings or issues arising in accordance with this Agreement.

13.24 Cut Off Time: Cut off time will be 1600 hours for overnight pickups. After 1700 hours, all Sameday Messenger calls will be charged at the minimum hot rate.

**ARTICLE 14- SETTLEMENT PERIOD AMEND TO REFLECT BIWEEKLY SETTLEMENT PAY PERIOD**

14.01 (a) Settlement cut-offs will be the 15<sup>th</sup> and last day of each calendar month. Confirmed settlement shortages will be paid on the next regular pay period. 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.

- (b) In an extreme case where the confirmed shortage is in excess of \$150.00, the Company will endeavour to provide the shortage within five (5) business days. Settlement payments with the cut off date being the last day of the month will be issued on the 15<sup>th</sup> of the month. Settlement payments with the cut off date being the 15<sup>th</sup> of the month will be issued on the first of the following month.
- (c) The Company will increase the font size of the settlement reports in order that they become easier to read. The Labour Management Committee will attempt to identify an easier means to identify the work performed without a financial or administrative burden to the Company.

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

14.03 Owner Operators engaged on dedicated fleet services customer accounts, operating compliance vehicles, are required to authorize, as a condition of engagement and in writing, a holdback of One Hundred dollars (\$100) per pay period to be deposited under the Owner Operator's name in Dynamex Canada Corp's account until Eight Hundred Dollars (\$800) has accrued in a joint account. The Eight Hundred dollars (\$800) is a deposit against any insurance deductibles and any bad debts which may be incurred by the Owner Operator or any cost deemed by the Company to be the responsibility of the Owner Operator (e.g. costs related with back-up vehicles and drivers) and will only be released with the Owner Operator's final commission check or at the discretion of the President, in any case within sixty (60) days provided due notice has been provided by the Owner Operator. The Company agrees to pay interest on the hold back amounts.

## **ARTICLE 15- BULLETIN BOARDS**

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

15.02 The Company shall supply glass enclosed bulletin boards which is equipped with a lock for the posting of official union notices signed by an officer or business representative of the Local Union.

## **ARTICLE 16- GENERAL HOLIDAYS**

16.01 The following General Holidays will be observed by the Company:

New Year's day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	Heritage Day (when proclaimed)

- 16.02 When one of the observed General Holidays falls on a Saturday or a Sunday, the day proclaimed by the Federal or Provincial Government shall be the day observed. If no other day is proclaimed, the Owner-Operator shall receive settlement by the General Holiday in accordance with the conditions outlined below.
- 16.03 Owner-Operators, excluding Owner Operators engaged on dedicated fleet service customer accounts but including Owner Operators engaged on contract bank work, shall be reimbursed forty dollars (\$40.00) settlement for each of the above mentioned Holidays, providing:
- (1) they have been engaged with the Company sixty (60) calendar days;
  - (2) they have not been without work for a period longer than thirty (30) calendar days prior to the Holiday;
  - (3) they have not been absent from work due to sickness or injury for a period longer than six (6) months prior to the General Holiday;
  - (4) senior Owner-Operators shall be given the first opportunity to work on General Holidays. However, they shall have the right to decline work providing a sufficient number of junior qualified Owner-Operators are available.
  - (5) they have worked at least fifteen (15) business days in the month in which the General Holiday occurs.

## **ARTICLE 17 - ANNUAL LEAVE**

- 17.01 (a) Annual leave will, be granted at times most desired by the Owner Operators. An Owner Operator, to qualify for consideration for his request for annual leave, in accordance with his seniority standing, must notify the Company of his preferred annual leave before March 15 of each year. The Company will post the Owner Operators annual leave schedule in all cases, by April 1st, each year. Thereafter such schedules shall not be changed unless mutually agreed to by the Owner Operator and the Company. Owner Operators wishing to split or required to split annual leave periods can only exercise their seniority for one period. 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 operation of our terminals.
- 17.02 The annual leave year shall be defined as January 1st to December 31st each year. The Company agrees to pay an annual leave settlement to Owner Operators, as follows:
- 1) annual leave settlement for those Owner-Operators with less than one (1) year of service shall be paid at four per cent (4%) of their gross settlement;
  - 2) the Company agrees that they will pay annual leave settlement for those Owner Operators who have one to four (1-4) years service, at the rate of four per cent (4%) of their gross settlement and Owner Operators will be allowed two (2) weeks of annual leave.

- 3) the Company agrees that they will pay annual leave settlements for those Owner Operators who have five (5) or more years service, at the rate of six per cent (6%) of their gross settlement and Owner Operators will be allowed three (3) weeks of annual leave.
- 4) the Company agrees that they will pay annual leave settlement for those Owner Operators who have ten (10) or more years of service, and they will be allowed six (6) weeks of annual leave. Additional weeks may be granted after March 15 of each year, provided operational integrity is met. The payment is specified in section 3 above.

17.03 Owner Operators who have qualified for annual leave settlement and who sever or have their contracts cancelled shall receive at the date of contract cancellation or as soon as reasonably possible thereafter, all annual leave settlements computed at four per cent (4%) or six per cent (6%) respectively of their settlement since the last computed annual leave settlement period.

17.04 Annual leave settlements shall be paid to the Owner Operators on each settlement cheque except in the case of Owner Operators currently receiving annual settlements in which case only settlement will be by separate cheque within five (5) working days of the settlement date for the first settlement period ending in January.

17.05 Notification advising approval or disapproval of a requested time off not identified in 17.01(a) shall be provided in writing to affected Owner-Operators within five (5) working day from the application.

17.06 Out of Service Requests:

Owner-Operators with 15 years of continuous contract service to the Company may take themselves out of service without compensation for one (1) week per calendar year commencing the year after they attain the service threshold.

Owner-operators with 20 years of continuous contract service to the Company may take themselves out of service without compensation for two (2) weeks per calendar year commencing the year after they attain the service threshold.

Requests to go out of service must be mutually agreed to between the Company and the Owner-Operator.

## **ARTICLE 18- HEALTH SERVICES AND PENSION PLANS**

18.01 For those Same Day Owner-Operators presently covered by the Company's Health & Welfare Plan, the Company agrees to continue such coverage.

In the event the Owner-Operator takes a leave of absence, he or she will be required to pay in advance all premiums for the Health and Welfare Plan if they do not want it cancelled. This applies to Owner Operators who are paid for by the Company and those Owner-Operators who are not paid for by the Company.

18.02 Workers' Compensation - The Company will pay the amount of one hundred per cent (100%) of the Workers' Compensation premium for each Owner-Operator.

18.03 RRSP's and Pension to be negotiated. The Company agrees to deduct at source for Owner-Operators for an RRSP to a Union recommended plan with a minimum of 25 applications.

18.04 The Dedicated Fleet Drivers shall be entitled to buy benefits at cost through the Company Program.

## **ARTICLE 19- UNIFORMS**

19.01 Effective January 1, 1990 and each January 1 thereafter, the Company agrees to provide a uniform to each Owner-Operator who has completed his probationary period at no cost to the Owner-Operator. The uniform shall consist of the following:

Drivers:

five (5) shirts; and  
three (3) pairs of pants; and  
one (1) summer jacket; and  
one (1) winter jacket every two (2) years (as required)

Bikers:

three (3) short sleeved cycling jerseys  
one (1) long sleeved cycling jersey  
two (2) pairs cycling shorts  
one (1) Gortex winter jacket per two (2) years  
one (1) spring jacket per  
one (1) pair winter tights  
one (1) pair summer tights

The quality of the uniform referred to herein shall be subject to mutual agreement between the Company and the Union.

The Company agrees to have the women fitted properly for their uniform.

The Company will issue Purchase Orders to Bikers for their January 1 uniform allotment on October 31.

19.02 The Company will provide pants that are hemmed to the Driver's specifications.

## **ARTICLE 20- INSURANCES AND LICENCES**

20.01 The Company will provide cargo insurance the Owner-Operator at the Company's expense, a certificate of which shall be provided to the Owner-Operator

20.02 (a) The Company will provide an appropriate motor carrier authority vehicle license authorizing transportation of the freight provided by the Company for the Owner-Operator's trucking equipment while in use under this Agreement, where applicable.

- 20.02 (b) All Owner-Operators who operate motor vehicles are required to have at least the minimum amount of P.L. (Public Liability) and P.D. (Property Damage) insurance as is stipulated by the Company.
- 20.03 The Company will provide and maintain a two-way radio for the Owner- Operator's vehicle, (equipment decision is Dynamex's). This will be at a cost of twenty-seven dollars and fifty cents (\$27.50) per settlement period to be deducted from each settlement cheque for drivers, and at a cost of fifteen dollars and fifty cents (\$15.50) per settlement period to be deducted from each settlement cheque for Bikers, Walkers and Metro Passers.

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

## ARTICLE 21- SETTLEMENT

- 21.01 The Company and the Union agree that the following classifications shall be maintained for the life of this Agreement and the Company may not create any new classification or rate of settlement without the express written approval of the Union:

- (1) Drivers
- (2) Bikers
- (3) Foot Couriers
- (4) Metro Passers

- 21.02 Owner-Operators presently under contract upon ratification will be guaranteed the following minimum monthly settlement for the life of this Collective Agreement, unless specifically modified elsewhere in this Agreement:

### Guarantees

- (a) Drivers -All Owner-Operators will receive a guarantee of 2,400 per month regardless of seniority.
- (b) Bikers -All new Bikers will receive a guarantee of not less than the minimum wage.

These amounts will be pro-rated per working day within the settlement period, and paid on that settlement cheque. The guaranteed revenue split provided for in this Article and in Article 21.03 based on the Owner-Operator being available to work on each business day of the settlement period. The Owner-Operator will receive a reduced guarantee of \$1,900.00 per month for the driver of a car if the following on-time delivery commitments are not met by the Owner-Operator:

Hot	93%
Rush	95%
Regular	96%

The Company and the Union agree to re-examine the above-noted delivery commitments after the sixth (6th) pay period from the date of ratification. In all cases, if the Company feels that it is paying out a guarantee to an Owner-Operator or Biker who



is not performing, both the Union and the company agree to meet to correct the situation. Areas which will be examined are booked on time, area booked on, stops and kilometers.

### 21.03 Wage Schedule

Effective the date of ratification of this Agreement, the following rates shall apply to all Owner-operators contracted:

#### SAME DAY MESSENGER

For Owner Operators and Biker/Walkers -- Minimum 55%

#### DISTRIBUTION REVENUE

For Owner Operators and Biker/Walkers -- Minimum 55%

#### DEDICATED FLEET AND CONTRACT REVENUE

For Owner Operators and Biker/Walkers -- Minimum 65%

#### OVERNIGHT REVENUE

##### P&D Settlement

While Dynamex Canada Corp develops the overnight portion of the business, should a Sameday Owner-Operator be asked to pick-up an overnight shipment, the base rate will be \$3.75 for the first waybill and \$3.75 for each additional waybill as long as it is within the four (4) kilometer limit. Over 4 km Sameday Regular Rate will apply.

The base rate for an overnight delivery shipment will be \$2.75.

Should a Sameday Owner-operator be asked to drive more than 4 km from his or her last call to pick-up a single overnight shipment, upon ratification, Dynamex Canada Corp will pay the Sameday rate to the Owner-Operator.

- 21.04 The Company agrees to provide tariff schedules to all Owner-Operators who so request.
- 21.05 The Company agrees to eliminate the hatch surcharge for tariff customers. If a shipment is too big or heavy for a car, the van surcharge will be applied if properly authorized by the customer.
- 21.06 The Company agrees to purchase a helmet for the Bikers up to a maximum of one hundred dollars (\$100.00). If the Biker leaves before completing one (1) year of employment with the Company, he must return the helmet.
- 21.07 Subject to contractual obligations, waiting charge rates for non compliance vehicles shall be increased from \$3.03 per fifteen (15) minutes to \$4.40 drivers end of each period of fifteen (15) minutes to \$4.40 drivers end for each fifteen (15) minutes of billable wait time.
- Furthermore (P.U.N.A.) pick-ups not available shall be subject to the same rate. Where P.U.N.A. are out of town, the full time rate shall apply. Waiting time must be authorized by the customer and/or dispatch.
- 21.08 Should legislation change or interpretation of existing legislation change that effects either party financially, the parties agree to meet and resolve the outstanding issue.

For clarity, the resolution will not disadvantage or financially enrich either the Company or the Owner Operator.

- 21.09 It is understood that certain transactions generate revenue that is not shared with the bargaining unit such as third party transportation and warehousing. The details of these kinds of transactions will be shared with the Rate Committee to identify the "transportation" portion of the revenue to be shared with the bargaining unit.

Where there is disagreement on the allocation of the revenue, the matter will be subject to the grievance procedure. These activities would generally apply to the dedicated and contracted revenue accounts of the Company.

\$500.00 incentive to be paid on or before December 24, 2010. \$150.00 incentive payable on the first pay period following the 2<sup>nd</sup> anniversary of the Collective Agreement. \$500.00 incentive payable on the first pay period following the 3<sup>rd</sup> anniversary of the Collective Agreement.

- 21.10 Dangerous Goods: The Company will pay all Owner Operators for the Dangerous Goods Training course when it is successfully completed.
- 21.11 Discount Calls: For customers with discounts of twenty-five per cent (25%) or Greater, for out of town calls, the Owner Operator will be paid on an effective Ten per cent (10%) discount from our tariff. If the Out of Town tariff is increased, this Section will not apply.
- 21.12 Fuel Cards: The Company agrees to provide a Fuel Card to each Owner Operator. The Owner Operator will use this card to purchase fuel for the vehicle that they use for providing services on behalf of Dynamex Canada Corp.

The Company will pay the Fuel Supplier and charge back the Owner Operator in full on each Settlement check.

The savings that the Owner Operator will achieve are dependent on the negotiated deal with the fuel supplier which will be posted periodically.

- 21.13 Fuel Surcharge: The Company agrees to pay to the Owner Operators an amount equivalent to eighty per cent (80%) of the Fuel Surcharge billed for point to point movements that are picked up and delivered by the same Owner Operator.

## **ARTICLE 22 - CUSTOMER RATE INCREASE**

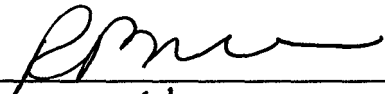

The Company shall share 100% of any customer rate increase implemented during the term of the Collective Agreement and provide quarterly to the shop stewards, a list of customers who have received implemented rate increases for the purposes of verification.

## **ARTICLE 23- DURATION OF AGREEMENT**



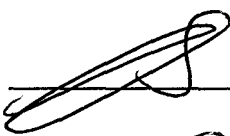


This Agreement shall continue in effect until December 19<sup>th</sup>, 2015 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months next proceeding the expiration date of this Agreement, that it desires to amend or terminate it.

Dated and Signed in Toronto this 13<sup>th</sup> day of September, 2011.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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**LETTER OF UNDERSTANDING**

*between*

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

*and*

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

**Re: Sun Micro**

The Company agrees to pay waiting time at the tariff schedule.

Dated and Signed in Toronto this 13<sup>th</sup> day of September, 2011.

**FOR THE EMPLOYER**

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**FOR THE UNION**

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**LETTER OF UNDERSTANDING**

*between*

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

*and*

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

**Re: Diver Sales Lead Program**

The Company agrees to pay to the Owner Operators up to 10% of the sales collected for 12 months for each new customer that you provide a lead for that becomes a Dynamex Client.

**Dedicated Fleet:**

Owner Operator	Payout to
Commission rate	Owner Operator
65%	10%
70%	5.0%
75%	2.5%
Greater than 75%	to be determined

**Same Day**

**A. Preschedule, Distribution**

Owner Operator	Payout to
Commission rate	Owner Operator
55%	10%
60%	7.5%
65%	5.0%
Greater than 65%	to be determined

B. On Demand

Owner Operator Commission rate	Rate % off Tariff	Payout to Owner Operator
55%	0%	10%
60%	5%	7.5%
65%	10%	5.0%
Greater than 65%	15% or more	to be determined.

Dated and Signed in Toronto this 13<sup>th</sup> day of SEPTEMBER, 2011.

**FOR THE EMPLOYER**

**FOR THE UNION**

## **A MEMBER REMINDER ON WITHDRAWALS**

**Before a Withdrawal can be Issued, the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.**

**WITHDRAWALS will, in future, be Issued on request for the following reasons:**

- 1.) If you are LAID OFF**
- 2.) If you TERMINATE YOUR EMPLOYMENT**
- 3.) If you are DISCHARGED**
- 4.) If you are on SICKNESS OR INJURY**
- 5.) If you are on WORKERS' COMPENSATION**
- 6.) if you are on PARENTAL LEAVE**
- 7.) if you are on AUTHORIZED LEAVE OF ABSENCE**

**It is the sole responsibility of the member to apply for a Withdrawal Immediately he or she is to be off work for any of the above reasons. Before the Withdrawal can be issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal is applied for. The application must be sent within 2 weeks by the member directly to the Union office either in person, by mail, or fax.**

**The application for a Withdrawal is self-explanatory, but all information needs to be completed.**

**Please follow this procedure so that you will always be in good standing in the Local Union. Withdrawal application forms are available from your Steward, the Union Office or downloaded online from our website at [www.teamsters938.org](http://www.teamsters938.org).**

**PLEASE REMEMBER APPLYING FOR A WITHDRAWAL IS THE SOLE RESPONSIBILITY OF THE MEMBER.**