Employees in disguise: the struggle for employment standards in the courier industry

Working Paper

By Sarah Ryan

Prepared for the CRIMT 2014 International Conference
May 12-14, 2014
Introduction
Many researchers have pointed to a crisis in terms of employment standards enforcement with increasing numbers of workers, many in non-standard work arrangements, falling outside the protective regulatory framework.¹ This paper will explore how this crisis manifests itself in the courier industry where employment standards have rarely been enforced. The majority of workers in the industry are considered independent contractors by their employers, which results in couriers' exclusion from statutory protections. In fact, employers and their lobby groups have done everything possible to maintain the status quo whether it is time-consuming legal challenges or lobbying.² Challenging this status is an individualized struggle with many, onerous legal steps. As a result, few couriers challenge their independent contractor status on their own.

The paper will begin with an exploration of the working conditions and operating models within the same-day courier industry as well as its distinction from the more regulated and protected overnight courier sector.

This research will explore the systemic failures that have created the terrain on which same-day bike, walking and car couriers work outside the minimum employment standards framework. It will explore the problematic role of the individual complaints process to enforce standards and how jurisdictional wrangling or drawn out legal processes can create further barriers to achieving minimum standards. Case studies will be drawn from the Canadian Union of Postal Worker's (CUPW) research and organizing work in the courier sector in several locations throughout the country. In particular, the research will focus on CUPW organizing and advocacy work with couriers in Winnipeg, Toronto and Ottawa.

The research paper will finish with an exploration of the limitations and possibilities of various strategies for challenging this exclusion from minimum employment standards. In particular, it will examine the role of collective bargaining, individual complaints, advocacy and worker mobilization on the issue. Finally the research will consider more sweeping changes to the regulation of work and classifications used to determine who can access social protections at work.

Working conditions in the courier sector
Several studies have been released in the past decade that describe the precarious working conditions facing same-day couriers.³ The remuneration, hours, lack of benefits and health and safety issues in the sector are significant. These factors combined with

---

² See list of Canadian Courier and Logistics Association successes, which includes protecting independent contractor status: https://canadiancourier.org/Successes.html
workers' independent contractor status, which exclude them from statutory minimums, results in precarious work.\(^4\)

This segment of same-day courier work should be distinguished from the overnight courier segment, which is largely unionized with good wages and benefits for couriers. The overnight courier sector consists of large delivery companies with extensive air, land, rail and sea transportation networks where deliveries are made rationally by geographical area. The overnight courier segment generates the vast majority of the operating revenue in the sector, while the same-day segment makes only a fraction. The same-day courier segment consists of many local and regional companies, which often undercut each other. Given that there are few fixed costs to enter this segment, companies can start up and disappear quickly. This segment relies on the independent contractor model of employment.

The majority of same-day couriers are men. In general, bikers and walkers tend to be younger than drivers. Many of the drivers are non-white and immigrants to Canada with a first language other than English.\(^5\)

**Remuneration**

Couriers are generally paid per piece by a commission rate, making their pay reliant on the rates companies charge clients as well as the number of deliveries they're given in a day. Couriers in Toronto received commissions as low as 55% and as high as 75%.\(^6\) These commission rates are dependent on what the company charges customers. As one courier puts it, seventy-five per cent of nothing is still nothing. Research in Winnipeg identified the worst part of being a courier as it being too difficult to make a living. The issue of income security was huge given that couriers are not guaranteed a set number of deliveries. There is no guarantee of work and, therefore, no guarantee of income.\(^7\) Many messengers in Toronto described their pay as "merely allowing them to get by". A number of them classified themselves as members of the working poor who live from pay cheque to pay cheque.\(^8\) Research in Winnipeg found there was no pressure for companies to make the segment more efficient given that couriers bear most of the costs, and in fact, provide an additional revenue stream through deductions for insurance, company decal, uniform purchase and/or communications tools.\(^9\) The reality is that couriers are entirely dependent on the rates charged by courier companies as well as the dispatch system, which allocates work.

In Toronto, bike couriers reported that they made approximately $100 a day before expenses equaling approximately $25,000 gross income per year for someone working full time. Some long-time activists in the courier sector suggest these numbers are inflated and estimate that bike couriers earn on average closer to $20,000 in annual income per year.\(^10\) Car and truck couriers reported making between $200-250 per day

---

\(^4\) For an exploration of precarious work (Jackson, 2005; Vosko, Zukewich & Cranford 2003; Vosko 2005).

\(^5\) Short, p. 14; Pupo & Noack


\(^7\) Short, p. 65 & 18

\(^8\) Pupo & Noack, 2010.


\(^10\) Mark Hayward and Kevin Barnhorst. Email correspondence. May 1, 2014.
before expenses, which is approximately $50,000-62,500 gross income per year for someone working full time. This is significantly more money than bike couriers although their expenses are also higher.\textsuperscript{11} Short's research from 2004 in Winnipeg found an average gross income for car-driving couriers in his study as $24,211.20.\textsuperscript{12}

The fact that couriers are classified as independent contractors also means that they're responsible for their own costs such as subway passes, vehicles or bikes, radios and bike or car maintenance. Furthermore, many couriers do not track the weigh bills, which indicate the costs charged to customers upon which their commissions are based. This makes it difficult to track whether their remuneration from the company is accurate.\textsuperscript{13}

\textbf{Health and safety}

The second worst part of being a courier according to the Winnipeg research was safety and stress, which encompasses the stress of not having a dependable income, unplanned expenses as well as safety on the road. Couriers in Winnipeg reported working even when they were sick or injured.\textsuperscript{14} The research in Toronto also identified concerns about injury or illness given the lack of benefits and confusion around statutory coverage (e.g. employment insurance.). Couriers, particularly bike couriers, considered accidents to be a big issue given that there isn't any paid sick time. Research on injury rates amongst bike couriers in Boston showed that most working couriers had had at least one injury resulting in days off from work (70\%) and visits to a health care professional or hospital (55\%).\textsuperscript{15} The combination of real health and safety issues related to the job alongside the stress related to unstable pay and expenses, which has been documented,\textsuperscript{16} make courier sector work even more precarious.

\textbf{Independent contractor status}

The root of much of the precarity in the same-day courier sector is in the mass classification of workers as independent contractors. Research on the industry has shown that employers classify most work in the courier sector as a contract for service, which means workers are considered as “independent contractors”.\textsuperscript{17}

There was a large growth in self-employment in the 1980s and 1990s, which was primarily in the area of own-account self-employed, where the independent contractor did not hire employees. The income of the own-account self-employed and self-employed employers is substantially different with the former paid $16,918 versus $46,825 for the latter. “Independent contractors” are an extremely heterogeneous group with significant differences in working conditions, control and incomes.\textsuperscript{18}

\begin{flushleft}
\textsuperscript{11} Pupo & Noack, 2010.
\textsuperscript{12} Short, p. 18.
\textsuperscript{13} Short, p. 33; Pupo & Noack
\textsuperscript{14} Short, p. 65, 22.
\textsuperscript{16} For more information on the health impact of precarious work, see Lewchuk, W, Clarke, M., de Wolff, A., 2011.
\textsuperscript{17} Short, p. 17; Pupo & Noack, 2010.
\textsuperscript{18} ibid., p. 195-196.
\end{flushleft}
The legal distinction between "employee" and "independent contractor" determines whether labour and employment legislation is applied. Independent contractors are deemed to be entrepreneurs subject to competition and commercial law who do not need labour or employment protections whereas employees are covered by a considerable array of social protection and rights.\(^\text{19}\)

This status has a significant impact on couriers in terms of access to statutory protections and rights such as overtime pay, hours of work regulation, maternity and parental leave, termination and severance pay, minimum wage and vacation pay. It can also affect worker’s compensation coverage, access to employment insurance benefits upon layoff or illness, and Canada Pension Plan contributions and benefits upon retirement.

It’s important to note that a worker can easily be found to be a contractor for tax purposes and an employee with respect to labour and employment law.\(^\text{20}\) This distinction creates significant confusion for many couriers as they want to maintain their independent contractor status for taxation purposes in order to write off expenses.\(^\text{21}\)

**The line between employees and independent contractors**

Labour and employment adjudicators use various tests to determine employment status including the four-fold test, which evaluates control, ownership of tools, chance of profit and risk of loss. There’s also the integration test, which questions whether the individual’s work is integral or accessory to the business operations. The four-in-one test combines the four-fold test and the integration test. Each time a courier challenges his or her employment status, an individual analysis is made of the circumstances of their employment with regards to employment status.

Couriers can be considered to be employees versus independent contractors for several reasons. Couriers have little control over their remuneration (commission rates, price charged to customer and delivery volume). Their work day is controlled by the dispatcher who assigns them work. Couriers do have autonomy; however, companies will also exert control and disciplinary measures in particular cases. Deliveries by couriers form the core segment of the companies’ operations.

Fudge et al. point to the determination between employee and independent contractor status as an ad-hoc political process.\(^\text{22}\) This analysis reflects the situation in the courier sector. Prior to 1993 when new wage recovery legislation was introduced, a policy was in place federally which excluded courier operators or leased operators from the ability to file complaints.\(^\text{23}\)

More recently, federal adjudicators have often considered couriers employees for the purposes of employment legislation; however, the process to enforce these rights can be drawn out and difficult to access. Furthermore, couriers engage in this process as individuals, versus a broader approach that would tackle the systemic use of this model.

---


\(^{21}\) Short, p. 38.

\(^{22}\) ibid., p. 193.

\(^{23}\) Short, p. 39
“The effect of using adjudication to determine the scope of legislation is that it creates conditions of uncertainty so that many workers do not know whether or not they are covered by legislation and they have to bear the burden of finding out.”

Functionally, the generalized reliance on independent contractor status within the courier industry results in the vast majority of couriers being stripped of coverage by minimal employment standards coverage and protections.

CUPW has helped many couriers challenge their employment status in order to achieve minimum protections and back-payments under law. However, it’s important to note that most unions who organize workers in the courier sector use a form of “all inclusive” bargaining in which collective agreements include compensation in lieu of employment standards coverage. This approach does not include any recognition that couriers may not be independent contractors. CUPW is one of the few unions that try and tackle this issue with regards to accessing employment standards protections. These disparate approaches on behalf of the labour movement limit the effectiveness of challenging this working model.

**Uneven coverage by employment standards**

This section will use several case studies to explore the difficulties of achieving employment standards coverage by CUPW. These cases will highlight the uneven results inherent in the individual complaints process, the consistent debate over jurisdiction and the difficulties of negotiating collective agreements that enforce minimum standards in an industry that operates on an independent contractor model.

Same-day bike, walking and car couriers generally work outside the minimum employment standards framework. Employment standards complaints have been a central mechanism through which CUPW has challenged the independent contractor status of couriers. CUPW has helped many couriers file employment standards complaints primarily to get back payment for vacation and holiday pay. However, the results of these processes have been uneven and contested.

**Winnipeg**

CUPW’s first major organizing campaign in the courier industry was at Dynamex Canada in Winnipeg. Workers approached CUPW members after their rates were cut. A strong group of internal activists started working as a union with the help of the Workers Organizing Resource Centre (WORC). The organizing was also helped by the development of the Delivery Drivers’ Association of Manitoba (DDAM), which provides education and advocacy for all delivery drivers in Manitoba. CUPW, WORC and DDAM have also been successful at improving the rights of non-union couriers as well such as vehicle dashboard decals, which give drivers more flexibility when parking. Many employment standards claims have also been filed for workers at various courier companies.

---

24 Fudge et al., p. 228.

25 Courier employers at the bargaining table with CUPW attempt to bargain "all inclusive" language. It's very difficult to bargain language that respects minimum standards in contexts without significant bargaining strength.
The organizations have also been successful at providing the initial impetus for employment standards investigators to consider the complaints of couriers at all. One of the key cases where the employment status of couriers was challenged, *Dynamex Canada v. Mamona*, ended up before the Supreme Court of Canada. The court affirmed the employee status of the couriers and maintained the payment orders for vacation and holiday pay.  

This case has been referred to in much of the subsequent jurisprudence on the issue.

This successful organizing model relied on a strong internal organizing committee at Dynamex that acted like a union prior to official certification, the use of employment standards complaints to push for couriers’ rights and relying on a community unionism model where workers were supported by three separate organizations: CUPW, WORC and DDAM.

**Toronto**

All of CUPW's courier sector union certifications since 1998 had been in the federal sector, even for couriers who would not generally cross provincial boundaries. However, in recent times, certifications in the industry have been determined to be provincial unless explicit and regular cross-provincial transport is occurring. CUPW was faced with this issue after an extensive courier organizing campaign in Toronto from 2008-2011. Unfortunately, this situation resulted in several organizing drives not being successful.

CUPW argued that the goal in ascertaining jurisdiction should be to have a level of consistency and predictability. The union recommended looking at the sector in broad rather than extremely detailed terms. Unfortunately, the union was not able to maintain a level of consistency in terms of jurisdiction for the sector.

This complicated matters in the application for federal union certification, which was filed for QMS couriers in Toronto on April 13, 2010 and certified on September 23, 2010. After initial bargaining meetings had taken place, QMS filed a request for a review of the jurisdiction of the certification after a decision by the Federal Court of Appeal in *Turnaround Couriers inc. v. Canadian Union of Postal Workers* that another courier bargaining unit should fall under provincial rather than federal jurisdiction. CUPW re-signed couriers and filed an application for certification under provincial jurisdiction.

The company has refused to negotiate any collective agreement elements that reflect employment standards minimums such as statutory vacation and holiday pay or minimum wage and employment insurance coverage, which has resulted in a grid lock at the bargaining table. Bargaining power is an issue in this case because CUPW represents 15-25 bike and walking couriers at QMS in an industry with a lot of turn-over and without a centralized work place. Furthermore, any kind of work-to-rule would ultimately hurt couriers themselves, given that they're paid on the basis of commission.

CUPW helped 22 Toronto couriers file employment standards complaints provincially. These claims were all denied. CUPW has filed appeals in 21 of these cases and has still not received a decision from the appeals. The union filed for first contract arbitration with

---

27 Letter to Lisa Rotatore, Industrial Relations Officer from CUPW, CIRB. May 19, 2010
28 *Turnaround Couriers inc. v. Canadian Union of Postal Workers* (2012). FCA 36
the Ontario Labour Relations Board; however, the mediator would not hear the case until a decision on the employment standards complaints is received.

A more aggressive campaign has been developed to apply pressure on the company to bargain in good faith with demonstrations in front of the company offices. CUPW also launched a letter and email campaign to the Minister of Labour and the head of the company.\textsuperscript{29} Several CUPW representatives met with the Ontario Minister of Labour in December 2013 about QMS and problems within the courier sector more generally.

This case highlights the difficulties with challenging employment standards in a multi-jurisdictional context. The standards in terms of determining employment status can change significantly from jurisdiction to jurisdiction. Decisions from Human Resources and Skills Development Canada have tended to be clear on this matter that couriers who work for one company should be considered employees and be covered by employment standards legislation. However, this wasn’t the case historically. It’s clear that advocacy work needs to be done provincially in Ontario to ensure fair and accurate determinations of employment status are rendered.

Furthermore, Toronto couriers have been informed that winning payment claims will not guarantee their status as employees going forward. It is possible the Ontario Labour Relations Board may rule that couriers are entitled to back-payments for a period of time but that these conditions have changed. This is particularly of issue because QMS has gradually altered couriers' working conditions to make them appear more like independent contractors.\textsuperscript{30}

This also means federally-regulated couriers work beside those who are provincially regulated, both of whom are subject to different employment standards and complaints process regimes and results. This kind of hazy jurisdictional division only serves to further disempower couriers.

\textbf{Ottawa}

For couriers working at Dynamex in Ottawa, the process to organize and negotiate a first collective agreement was extremely difficult. Dynamex Canada had been bought out by courier and transport giant, Transforce, which changed the dynamics in bargaining substantially. CUPW was certified as the bargaining agent for Dynamex couriers on June 14, 2011. Twenty complaints were filed by couriers for the non-payment of vacation and/or statutory holiday pay until October 2011 followed by an additional 15 complaints during negotiations.

The biggest issue in negotiations was vacation and statutory holiday pay. The company produced a final offer, which failed to include vacation or holiday pay. CUPW turned down this offer. Subsequently, the company employed tactics to pressure and scare workers into accepting a sub-standard contract. The company informed clients that a labour dispute was on the horizon when that wasn’t the case. Dynamex Ottawa started dumping contracts and workers were told the company was closing down.

\textsuperscript{29} \url{http://www.cupw.ca/index.cfm/ci_id/14946/la_id/1.htm}
\textsuperscript{30} Kevin Barnhorst. Email communication. May 2, 2014
A significant number of couriers asked CUPW to put the employer’s last offer to a vote. This offer contained provisions that were below the *Canada Labour Code* and that stated the union would facilitate the withdrawal of all current Human Resources and Skills Development complaints for a lump sum payment of $55,000 to be distributed to “owner operators”. CUPW put the offer to a vote on November 30, 2012 and it was accepted by a majority of the membership.

Afterward, the union wrote a letter to withdraw the employment standards complaints as was stipulated in the contract. In early 2013, the employment standards inspector contacted the parties to state that the union could not withdraw the complaint because she had determined an employee-employer relationship and the amount in the contract was insufficient. On March 8, 2013, the legal advisor for Dynamex wrote to the Minster of Labour requesting an appeal. The referee who heard the appeal decided that the negotiated settlement of the complaint be given full force and that the complaints be withdrawn. Therefore, the $55,000 lump sum payment was distributed instead of the full amount determined by the HRSDC inspector.

The case in Ottawa also illustrates the limits of rights enforcement. The HRSDC inspector tried to enforce the rights of couriers despite a Dynamex strong armed negotiated agreement between the parties. CUPW in this hearing maintained that the parties could not come to an agreement that violated couriers statutory rights under the *Canada Labour Code* regardless of the contract. However, the referee maintained that the settlement in the contract was to be used rather than the HRSDC decision.

This case also illustrates the challenges of bargaining employee-related provisions in a sector that is entirely unregulated, subject to extreme levels of competition and relies almost explicitly on an independent contractor model. Employers will go to extreme lengths to maintain the status quo. They will sabotage their business, they will make threats to close down or in the case of Toronto, they will bring forward every legal challenge possible or simply refuse to negotiate any employment related provisions. Furthermore, QMS is attempting to modify the working relationship with couriers to reduce the possibility of legal findings of employee status. It's likely other companies in the industry will follow suit. All of this requires a proactive collective bargaining and broader sectoral strategy for unions negotiating employment rights in the sector.

Multiple layers of ambiguity act as barriers for couriers in accessing employment standards protections. Not only is there the issue of determining employment status, but there is also the issue of jurisdiction for employment and labour rights protections. Couriers fall at the intersection of two distinct legal sets of categorization. Given the level of complexity to access these rights, it is not surprising individual couriers rarely undertake this process without the support of unions or advocacy organizations.

---

31 The agreement also contained a rate committee, which is a key tool for improving courier compensation given that payment is by piece rate, a grievance procedure, health and safety protections as well as bonuses upon ratification, year two and year three of the collective agreement.


33 ibid. p.15
Possibilities to challenge employment standards exclusion

There are various strategies to challenge couriers’ exclusion from minimum employment standards. Some are more expansive in terms of questioning the very basis of the models, like the distinction between employees and independent contractors, upon which labour and employment relations are based. Others involve a push for more sweeping industry investigations of the courier sector or even reforming the individual complaints process to make it more accessible to precarious workers like couriers. All approaches need to rely on building the power of couriers to enforce their rights and change their industry through models like community unionism.

At a broad level, it’s important to note that the use of independent contractor models of employment is not unique to the courier sector. As companies attempt to shift risk onto individual employees, this model has been applied to many different sectors as is reflected in the significant increase in the number of own-account self-employed. Fudge et al. call for the collapse of the legal distinction between employees and independent contractors. They argue that all workers who are dependent on the sale of their capacity to work should be covered and that any exclusions should require compelling public policy reasons. However, the problem remains how to create this kind of expansive change in employment and labour standards coverage.

On a sectoral level, one possible course of action would be to push for an investigation of the entire courier sector by the respective departments of labour. However, most jurisdictions don’t conduct many pro-active investigations because of limited resources and/or political will. However, pressure for a sectoral investigation is something for which CUPW could advocate in jurisdictions with courier bargaining units. The multiple jurisdictions involved make this more intensive in terms of the political and campaign work required.

Sectorally, there is also the possibility of attempting to introduce a licensing system, in order to increase working conditions. It would be useful to research whether the licensing developed in the taxi industry would be a possible model for future action in the courier sector. The licensing system could address the issues of undercutting and over supply of services, which drive down wages and working conditions. Couriers in Toronto also pointed to the need to enforce the Canada Post Act, which stipulates that private couriers must charge three times the rates of Canada Post for lettermail delivery. They argue that this would increase their rate of pay. It's important to note this would only apply to letters as parcels are not covered by the monopoly. At the same time, some Toronto couriers were weary of any regulatory changes as they were concerned about being forced out of the business.

Though employment standards complaints have been used effectively at times to mobilize workers, far too often they have also resulted in drawn-out legal processes, in which employers have the advantage. Perhaps it's time to consider a more strategic use of these processes in order to achieve substantive results. Unions and advocacy organizations could give tools to couriers to flood the employment standards systems

34 Fudge et al., p. 230.
with complaints to create a crisis, which they could use to mobilize workers and lobby governments for regulatory change.

At a minimum, the individual complaints process should be modified to make accessing these mechanisms safer for precarious workers, like same-day couriers. Currently, most couriers wait until they have left a company before filing a complaint unless doing so in a group, often in a union organizing campaign. Vosko points to a need for anonymous and third-party complaints, which limit the possibility of reprisals against workers. To increase collective action on this issue, she describes how some other jurisdictions have engaged in innovative collaborations between workers’ designates and enforcement inspectors. The reality is that most individual couriers do not make complaints without the support of advocacy organizations or unions. The more these collective advocates can be integrated into the system, the more protections vulnerable workers will have.

The possibilities for bargaining major gains without broader enforcement of minimum standards are limited. It is difficult to bargain contracts that significantly differ from the norms in the sector. While some Toronto couriers were keen on the idea of unionization, many indicated that the lack of regulation in the industry showed that unions would be ineffective. While others believed unionization would only be effective if it occurred alongside increased regulation. When the majority of courier companies rely on an independent contractor model of employment, bargaining employment relationships is a difficult feat as it increases the company's costs and therefore, resistance. This could change with significant density and bargaining power in particular geographical locations.

At the same time, CUPW has been able to negotiate some key provisions that offer protections and in more established collective agreements such as those in Winnipeg where significant gains have been made over the years. One of the key improvements has been to negotiate rate committees where couriers and employer representatives meet and discuss the rates charged to customers. This gives couriers greater control and knowledge over their compensation. Other issues covered in contracts include minimum expectancy benchmarks (minimum daily pay), compensation for communication devices and/or uniforms, holiday pay, bereavement leave etc. However, broader change is required in the sector in order to move beyond precarious work into more stable, well-remunerated and safe work.

A great deal of research has highlighted the important role of community organizing in successful organizing. Research on the Winnipeg experience emphasized that the successful Dynamex organizing campaign involved a move beyond traditional organizing methods through a community unionism centre, and alliances with other organizations such as the Delivery Drivers' Association of Manitoba, an education and advocacy group for delivery drivers, including couriers, in Manitoba. In Toronto, CUPW launched a more intensive organizing campaign in 2008, with a Courier Workers' Centre; however, the ultimate outcome was not successful in terms of regulatory change or a significant

---

37 Short, p. 50
number of certified bargaining units. At the same time, the centre helped couriers file employment standards complaints, did advocacy and outreach to couriers and provided a valuable space in which to organize. The Workers' Organizing Resource Centre in Winnipeg has continued to help all workers, not just couriers, take forward employment standards complaints. However, in terms of mass organizing and enforcement of minimum standards in the city, there remains much to do. Dynamex is the only significant company CUPW has organized in Winnipeg. In a sector where so much of the workforce falls outside of minimum protections, workers’ centres and community unionism are incredibly important to organize collectively and protect couriers’ rights.

**Conclusion**
Developing effective strategies to challenge an entire sector of the economy operating outside of the social protection structures is critical. Whether through broader changes to our labour and employment relations landscapes or through targeted regulatory interventions and mobilizing for change, it is necessary to develop solutions that can mitigate the risk and precarity facing workers in the sector.

Many couriers working in the sector are engaged in precarious work with little remuneration, no income security, no benefits or sick leave, and no coverage under larger social insurance schemes like EI or CPP. Attempts to achieve minimum employment standards for workers in the sector have been uneven given the problematic intersection of the “employee” -- “independent contractor” legal categories and jurisdiction questions. This results in onerous and drawn out processes to achieve the limited change that has occurred in the sector.

There are many possibilities for reforming the sector, some more expansively imagined than others. It is hoped that discussion around this working paper can begin to distill a path forward to ensure dignity, safety and respect for workers in the sector.

---

38 There are many possible reasons why the Toronto courier organizing campaign was not successful such as divisions between car and bike couriers; size of the workforce etc.