

SOURCE	General		
SEP.	98	08	17
TOTAL	99	12	31
NO. OF EMPLOYEES	30		
NO. OF EMPLOYÉS	24		

# Collective Agreement

Between

***Purolator®***

and

**Teamsters Local 395**

**Owner Operators in Saskatchewan  
Expires December 31, 1999**

ENTICED

12069(01)

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The following provisions apply to Owner/Operators performing pick-up and delivery work in the Province of Saskatchewan:

## **Article 1. PREAMBLE**

### **1.01 Purpose**

The purpose of the present Collective Agreement is to establish orderly relations between the parties, to set wage rates, hours of work and other working conditions for the Owner/Operators covered by this Collective Agreement, as well as to promote good relations and a climate of cooperation between the Company and its Owner/Operators.

## **Article 2. RECOGNITION**

### **2.01 Recognition**

The Company recognizes the Union as the sole bargaining agent for all Owner/Operators performing pick-up and delivery work in the Province of Saskatchewan.

No particular agreement relating to working conditions other than those provided for in this Appendix, between an Owner/Operator and the Company, is valid unless it has received the written approval of the officers duly mandated by the Union and the Company.

### **2.02 Definition of an Owner/Operator**

An "Owner/Operator" is a person, including a privately held corporation, who carries on a pick-up and delivery business and who has entered into a written fee for service contract (hereinafter referred to as the "Owner/Operator Contract") with the Company for the provision of pick-up and delivery services. The Owner/Operator is, therefore, a businessman who provides his own equipment, realizes his revenue from his customer the Company

and pays his own expenses, including his own statutory deductions.

Such an Owner/Operator is the owner and/or purchaser and except as permitted herein, the exclusive operator of equipment utilized for the Company's service.

The Union shall be supplied with a copy of each such Owner/Operator Contract and/or written agreements or understandings between the Company and the Owner/Operator(s).

### **Article 3. MANAGEMENT RIGHTS**

#### **3.01 Acknowledged Right**

The Union recognizes the exclusive right of the Company to operate its establishment, machinery and equipment and to manage its undertakings as it sees fit, subject only to the restrictions imposed by law or by the provisions of the present Collective Agreement.

Without limiting the generality of the foregoing, the Union recognizes that it **is** the Company's right:

- a) To administer the Company, including the right to study and introduce new methods, to increase or reduce its personnel, to modify its route structures as well as its schedules of work;
- b) To demote, discharge, reprimand, suspend and discipline with just cause;
- c) **To** maintain order, discipline, productivity and output;
- d) To hire or transfer.

In the exercise of its management rights, the Company shall comply with the provisions of the present agreement and the paragraphs above shall not deprive Owner Operators or the Union of the right to have recourse to the grievance and arbitration procedure provided for in the present agreement.

## **Article 4. CONTINUITY OF THE OPERATIONS**

### **4.01 Strike - Lock-out**

It is agreed that for the duration of the present agreement, there shall be no strike nor lockout, nor work slow-down, nor total or partial stoppage of work, nor study session.

The parties agree not to counsel nor encourage the above mentioned actions.

### **4.02 Picket Lines**

The Company recognizes the right of Owner/Operators either to accept or refuse to cross a legal picket line. In the event an Owner/Operator exercises his right of refusal, he must immediately advise his immediate supervisor.

If such a picket line is *so* established, the Company agrees to meet, at the request of the Union, to discuss any problem raised.

## **Article 5. GENERAL PROVISIONS**

### **5.01 No Financial Interest**

The Company will have no financial interest in the equipment other than as required by the Motor Carrier Act unless mutually agreed to by the Union and the Company.

### **5.02 Retaining Services**

- (a) The Owner/Operator shall personally and exclusively operate the equipment supplied pursuant to this Owner/Operator Contract with the Company, except that such equipment shall be operated by an employee **of** the Owner/Operator, in instances where the Owner/Operator is absent because of vacation, illness, accident or on leave **of** absence for reasons acceptable to the Company and the Union.
- (b) The Company will not unreasonably reject employee(s) **of** the Owner/Operator from being able to perform work for Purolator as outlined in 2.2 a) above.

- (c) Should the Company require an employee of an Owner/Operator to undergo training above and beyond that training which is required to properly perform the duties assigned to the employee, then such training time will be paid for by the Company.
- (d) Employees of Owner/Operators shall not be used by the Company in any way which interferes with duties assigned by the Owner/Operator, unless the Owner/Operator consents to such use.

**5.03 Company Not Lessor**

Under no circumstances shall the Company or a subsidiary or representative of the Company, either directly or indirectly, be a lessor, vendor **or** seller of equipment to an Owner/Operator, nor shall the Company directly or indirectly specify a lessor of equipment to an Owner/Operator as a condition of entering into an agreement with an Owner/Operator.

**5.04 No Mandatory Source**

Under no circumstances shall the Company, directly or indirectly, specify a mandatory source of fuel, tires, maintenance or insurance **to** be used by an Owner/Operator as a condition of entering into a contract with an Owner/Operator.

**5.05 Owner/Operator Contract**

Each Owner/Operator must enter into a written fee for service contract and a written standards of performance contract with the Company. The provisions of the written contracts, existing and future, shall remain in effect and be enforceable by both the Owner/Operator and the Company.

**5.06 Proprietary Information**

The Owner/Operator acknowledges and agrees that any information he may have acquired in relation to Purolator Courier's business is confidential and proprietary in nature. The Owner/Operator covenants and agrees that he shall not disclose said information in any manner whatsoever to anyone outside of

his organization in whole or in part, and that said information shall not be used by the Owner/Operator or his employees or agents on his or their own behalf or used in any way detrimental to Purolator or other than in connection with the purposes described in this Agreement.

**5.07 Regulations and Policies**

- a) The Company has the exclusive right to make, modify and implement regulations, policies and procedures to be observed by the Owner Operators; such regulations, policies and procedures must not be inconsistent with the provisions of the present agreement. Furthermore, where in the present agreement it is provided that a policy is maintained, such policy remains in force and may not be modified **by** the Company for the duration of the present agreement;
- b) The Union Business Agent and stewards will be advised, in writing, of any new regulations or policies or modifications thereof, at least seven (7) days in advance of the implementation date. The Company is committed to take the necessary measures available to it to advise the Owner Operators of any such new or modified regulation or policy, including potentially distributing written notices with the Owner Operators' pay cheques. A notice will also be posted on the Owner Operator bulletin board.
- c) The Company agrees to provide the Union with a copy of its current Company policies upon request.

**5.08 Work Performed by Non-Barvainin? Unit Employees**

The Company agrees that the function of managers is the management of Owner/Operators. The work of managers will not include assignments to work normally performed by Owner/Operators in the bargaining unit except for the purpose of training and demonstration or to prevent service failures.

Managers and non-bargaining unit Owner/Operators will not perform bargaining unit work until after all reasonable efforts have

been made to have the work covered by qualified bargaining unit Owner/Operators.

In cases where a dispute arises as to the appropriateness of management personnel performing bargaining unit work, the Union Business Agent may request a meeting with the District Manager and the Managing Director to discuss the dispute.

#### **5.09 Discrimination**

The Company and the Union agree that there shall be no discrimination practiced against any person covered by the Collective Agreement, the whole subject to their obligations contracted under the present agreement and by law.

#### **5.10 Gender-Sex**

The masculine gender includes the two (2) sexes unless it results from the context of a provision that it be only applicable to one of the two (2).

#### **5.11 Nullity**

The nullity of a provision of the present agreement does not affect the validity of other provisions of the agreement. Any provision of the agreement which is or which becomes a violation of applicable laws, **will** be null and void. In such a case, the parties will enter into bargaining to arrive at a mutually satisfactory replacement for the void provision. **If** the parties cannot agree, the clause(s) affected shall be amended in conformity with the law.

#### **12 Headings and ~~it H di~~**

All headings and sub-headings in the present Collective Agreement are utilized for reference purposes only and have no bearing whatsoever on the interpretation of the agreement.

#### **5.13 Interpretation of the Words Employer or Company**

Unless otherwise specified in the present Collective Agreement, or if the context specifies another meaning, the words Employer and Company mean Purolator Courier Ltd.



**5.14 Interpretation of the Word Union**

Unless otherwise specified in the present Collective Agreement, or if the context specifies another meaning, the word Union means the Canada Council of Teamsters.

**Article 6. OBLIGATIONS**

**6.01 Owner/Operator Equipment**

- (a) It shall be the duty and responsibility of the Owner/Operators to maintain their vehicles in a safe operating condition, in accordance with the Department of Transport Regulations.
- (b) It shall be the duty of the Owner/Operator to maintain their equipment in a clean and presentable fashion.

**6.02 Pay For Day of Accident**

If an Owner/Operator, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid for the remaining portion of his shift (maximum nine (9) hours) at the applicable waiting time rate.

**6.03 Motor Vehicle Accident**

Upon becoming involved in a motor vehicle accident or breakdown, the Owner/Operator shall report the accident or breakdown immediately or as reasonably possible to his supervisor.

**6.04 Displacement**

- (a) An Owner/Operator who receives a notice of layoff and/or who has his route discontinued shall be entitled to displace the Owner/Operator with the least seniority within the depot or accept the layoff.
- (b) In the event that work normally performed by Owner/Operators is transferred to the hourly bargaining unit employee group, and this transfer of work causes an Owner/Operator to be laid off, the Owner/Operator so

affected may, after exhausting his displacement rights in the Owner/Operator group, make a written request to be considered for an available driving position within the hourly bargaining unit group which results from the transfer of work.

An Owner/Operator making such a request will be given preference over outside candidates. If the Owner/Operator successfully obtains an hourly position, he will be considered to be a new hire for all purposes except with regards to hourly wage rate. The Owner/Operator will receive the hourly wage rate corresponding to the number of months seniority he previously held in the Owner/Operator group.

Such a request is valid only for the period of time which an Owner/Operator is on layoff and has recall rights. If an Owner/Operator accepts a position in the hourly bargaining unit group, he shall lose all recall rights to the Owner/Operator group.

#### **6.05 Postings**

Permanently vacant Owner/Operator routes will be posted by depot. Such vacancies shall be awarded by seniority subject to the Owner/Operator possessing the required qualifications. All postings shall be placed on the bulletin board with an indication of the time it was posted and copied to the steward on the date of the posting.

When an Owner/Operator is laid off, he will be placed on a recall list. Owner/Operators will be recalled in order of seniority subject to their possessing the required qualifications.

#### **6.06 Painting**

It is understood that where the Company requires an Owner/Operator to paint his vehicle, it shall be subject to the following conditions:

- (a) Upon engagement, the expense of painting the Owner/Operator's vehicle shall be borne by the Company.

- (b) In the event the Company, for any reason, decides to change the Company colours, the Company shall bear the full cost of repainting the Owner/Operator's vehicle, where required.
- (c) Where body repair work is needed prior to painting, the Owner/Operator shall be notified in writing and shall bear the full responsibility to carry out the repair work.
- (d) Company required decals shall be issued to all Owner/Operators at no expense to the Owner/Operator.

**6.07 General**

- (a) Owner/Operators shall be provided reasonable access to his daily records upon request.
- (b) Owner/Operators **must** be bondable.
- (c) Subject to service requirements, the Company will devote its best efforts towards keeping the Owner/Operators fully engaged in providing services.
- (d) The Company shall, upon request, review split shifts and wherever possible minimize such split shifts to the extent its operational and service needs allows it to do so.
- (e) Established Owner/Operator routes shall not be modified unless required by service needs, or unless the route is not economically viable. Where modifications are to be made, the Company shall discuss the modifications with the affected Owner/Operators prior to implementing them.
- (f) Subject to meeting his regular route requirements and meeting all service commitments, an Owner/Operator who has previously indicated his willingness to perform additional work will be given the opportunity to pick-up and deliver overflow freight not handled by Company hourly employees.
- (g) **If** the Company is responsible for an error in excess of \$125.00 in the remuneration to an Owner/Operator, the Owner/Operator may request that the error be corrected within the three (3) working days following the request. Failing such a request the error will be corrected on the next regular cheque issued to the Owner/Operator.

- (h) Should an Owner/Operator voluntarily assume a regularly scheduled sixth day of work, he will be entitled to relinquish such work following two (2) weeks prior notice to the Company.

## **Article 7. UNION SECURITY**

### **7.01 Maintenance of Membership**

All Owner Operators hired must maintain membership in good standing in the Union for the duration of the present agreement, as a condition of continued employment. Owner Operators must pay all arrears owed as per Clause 6.04 in order to maintain membership.

### **7.02 Union Membership**

Any Owner Operator hired after the signing of the present agreement must, as a condition of employment, become a member of the Union within thirty (30) calendar days after his date of hiring.

### **7.03 Union Dues**

The Company agrees for the duration of this agreement, to deduct the monthly dues from the first pay cheque each month 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 fifteenth (15th) day of the month following the date upon which such monies were deducted. The check-off list will include social insurance numbers and names. Moreover, within the thirty (30) calendar days following the date of hiring of a regular Owner Operator, the Company shall deduct from the Owner Operator's pay an amount equal to the initiation fee(s). Furthermore, the Company agrees to deduct from the Owner Operator any other assessor charges as levied against him in accordance with the constitution and by-laws of the Union of

which he is a member and so indicated on the check-off list as provided by the Union to the Company.

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. Such deductions shall be made at a rate so prescribed by each Local Union.

#### **7.04 Arrears**

The Union will notify the Company, in writing of any arrears in dues, initiation or re-initiation fees and/or charges levied by the Union for any reason 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 payroll deductions generally of not more than the equivalent of one month's dues at the appropriate Local Union's rate.

#### **7.05 Authorization Forms**

The Union will supply the Company with Initiation Deduction Authorization Forms, Application for Membership Forms, Dues Deduction Authorization Forms and Health and Welfare Enrolment Forms, all of which shall be signed by all new Owner Operators on the date of hire, The Company will forward all completed Application for Membership Forms and Health and Welfare Forms to the Union. All forms shall be returned to the Union within thirty (30) calendar days from the date of hire.

#### **7.06 Remittance of Dues**

The checkoff and cheque for the Union dues deducted must be in the office of the Local Union not later than the fifteenth (15th) day of the month following the month in which the monies were deducted.

**7.07 Probationary Owner Operators**

The deduction of Union dues shall be made from every Owner Operator including, but not limited to probationary Owner Operators. In the event that a probationary Owner Operator fails to complete his probationary period, Union dues will be deducted from his final pay cheque.

**7.08 Compensation for Claims**

The Union agrees to indemnify and hold the Company harmless from any claims and/or liability that may arise out of action taken by the Company for the purpose of withholding the dues as provided for in this article.

**7.09 Inscription of Union Dues on Tax Forms**

For income tax purposes, the Company indicates on the income tax slips the Union dues deducted.

**Article 8. SENIORITY**

**8.01 Definition**

Seniority is defined as the total length of "continuous service" as an Owner/Operator hired by Purolator Courier Ltd. The purpose of seniority is to provide the order of work preference, layoffs and recalls.

**8.02 Probationary Period**

The probationary period for Owner/Operators is sixty (60) days worked during a four (4) consecutive month period. Upon completing his probationary period the Owner/Operator shall have his name placed on the Owner/Operator seniority list.

In the case of discharge during the probationary period, an Owner/Operator may not avail himself of the grievance and arbitration procedure.

### **8.03 Owner/Operator Seniority List**

The Owner/Operator seniority list shall be separate and distinct from the seniority list applicable to hourly employees covered by another Collective Agreement. Seniority obtained under one list is not transferable to the other.

### **8.04 Termination of Seniority**

An Owner/Operator will be deemed to be terminated and he will lose all seniority rights and privileges and the Company shall have no further obligation to the Owner/Operator in the event that:

- (a) his contract is terminated according to the terms of the written Owner/Operator Contract;
- (b) he voluntarily quits;
- (c) he is discharged for cause;
- (d) he is absent for three (3) days or more without the authorization of the Company;
- (e) he has been laid off for twelve (12) consecutive months;
- (f) he does not reply to a notice of recall to work within the three (3) working days following receipt of such notice or if he does not return to work within the delays therein provided, without valid reason.
- (g) he has been absent from work by reason of medically certified illness or injury, either work related or not, for a consecutive twenty-four (24) month period, or such longer period as required by law.

### **8.05 Promotion Outside the Bargaining Unit**

An Owner/Operator who accepts a management position accumulates his seniority during a period of ninety (90) calendar days from the first day in the management position. During this period the Owner/Operator may return to his position within the bargaining unit. At the end of this period, the Owner/Operator loses his seniority and all rights and advantages provided for in this Agreement.

## **Article 9. UNION REPRESENTATION**

### **9.01 Negotiation Committee**

In the four (4) months preceding the expiration of the Collective Agreement, the parties agree to determine the number of Owner Operators to be allowed to absent themselves from their work, without loss of salary and benefits, for the negotiation sessions with the Company for the purpose of renewing the present agreement, until the right to strike or lock out has been obtained. Such payment of salary will continue to be effected on the condition, however, that the said bargaining sessions take place during the regular scheduled shifts of work for the said Owner Operators.

### **9.02 Shop Steward**

The Union may appoint one (1) shop steward in each of the following locations:

Saskatoon

Regina

The Company and the Union further agree that additional Stewards may be appointed by mutual agreement.

It is understood that the Union can elect alternate shop stewards. These alternates may be appointed to replace shop stewards who are absent due to full-time paid work for the Union, sickness, work or non-work related accidents, or any other absence provided for in the agreement. In such a case, the Union **must** advise the designated person in the Human Resources Department, in writing, at least three (3) working days prior to the replacement.

Shop stewards may inquire about any grievance originating from their depot and assist any Owner Operator who wishes to make one. However, a steward must, prior to leaving his position of work, obtain the authorization of his supervisor which shall not be unduly refused. The supervisor will authorize the period of time during which the shop steward may be absent from his work to inquire about the grievance.



Shop stewards shall not suffer a loss in regular pay as a result of their participation in the Grievance Procedure.

The parties agree that in the case where any Owner Operator, other than the shop steward, is involved in the inquiry concerning a complaint or a grievance, any such meeting or inquiry must be held outside the working hours of the Owner Operator concerned.

**9.03 The Union Business Agent**

- a) The Union Business Agent may participate in any joint meeting held between the Union and the Company.
- b) After notifying a member of depot management, the Union Business Agent shall have the right to meet in the establishment any Owner Operator, Union steward or officer, without interrupting normal operations. These meetings will be conducted outside of the working hours of the Owner Operator concerned and/or the Union steward.

**9.04 Labour Relations Meetings**

Labour Relations meetings will be held to discuss any questions of mutual interest other than those being the object of a grievance or those being the jurisdiction of the Health and Safety Committee. These meetings shall occur at least every three (3) months.

**9.05 Union Leave of Absence**

In the event that the Union requires the services of one or more of its members as Business Agent, the Owner Operator(s) chosen shall have the right to a leave of absence without pay for the duration of the Collective Agreement. The Owner Operator(s) shall continue to accumulate seniority during such a leave. An Owner Operator on such leave must advise the Company, in writing, at least thirty (30) days in advance, of the date on which he will be returning to work as a regular Owner Operator.

## **Article 10. GRIEVANCE PROCEDURE**

### **0.01 Definition of Grievance**

The term "grievance" refers to any disagreement relating to the interpretation, application or alleged violation of the present Collective Agreement.

### **10.02 Verbal Step**

Any Owner Operator having a problem concerning his working conditions which may give rise to a grievance, must discuss it first with his immediate supervisor, accompanied by an available Union steward if he so desires and subject to the steward obtaining permission from his supervisor, which permission will be granted at a time convenient for operational purposes, to attend said meeting in order to attempt to settle it. The supervisor will give his answer as soon as possible, but no later than five (5) working days following the discussion.

### **10.03 Written Step**

The Owner Operator concerned and/or a steward must submit the grievance in writing to the person designated by the Company within the ten (10) working days following knowledge of the facts or the decision leading to the grievance. The grievance form must be signed by the Owner Operator.

In the event where a grievance is submitted to the written step in conformity with the present clause, and where the verbal step was not completed, the Owner Operator must ensure that he complies with the verbal step in the two (2) working days following notification by the Company. During these two (2) working days, the time limits set out in the written step will be suspended.

At a monthly meeting established between the parties, the Company will meet with the Union to discuss and attempt to resolve the grievance. The Company will give its written response to the grievance to the Business Agent in the ten (10) working days following the meeting **or** the expiry of the time limit set to hold

such meeting. A copy of said response shall be submitted to the Owner Operator and the chief steward concerned.

In the case of an unsatisfactory answer, the Union will inform the Company in writing of its intention to submit the grievance to arbitration in the twenty-five (25) working days following the written response of the Company.

The monthly meeting will be held on a mutually agreed upon predetermined date. It is understood that this meeting will be held in the depot where the grievance originated or at a site mutually agreed upon. Subject to operational needs, the Union may request the presence of more than one (1) steward, who is involved in the grievances to be discussed, at the monthly grievance meeting. Such stewards will be paid at their regular hourly wage rate for the time spent meeting with the Company.

## **10. Suspension or Dismissal**

In cases of disciplinary suspension or of disciplinary or administrative dismissal, a grievance may be filed at the written step of the grievance procedure by submitting it to the person designated by the Company within the ten (10) working days following imposition of the suspension or the dismissal.

### **10.05 Union Grievance**

The Union may make and submit a grievance, commencing at the written step, in the name of a group of Owner Operators or the whole of the Owner Operators, or on behalf of the Union as such.

The parties agree that individual grievances of the same or of a similar nature may be studied collectively at a meeting held between the Company and the Union, and may equally be made the object of a collective answer on the part of the Company.

### **10.06 Company Grievance**

Any grievance submitted by the Company will be filed at the written step of the grievance procedure by submitting it in writing to the Union Business Agent, or in his absence, the principal officer of the said Union, within the ten (10) working days following knowledge of the fact giving rise to the grievance.

Within the ten (10) working days following receipt of the grievance by the Union, the Union shall meet with the Company to discuss and attempt to settle the grievance. The Union must give its response to the grievance in writing within the ten (10) working days following the said meeting or the expiry of the time limit set to hold the said meeting.

In the case of an unsatisfactory answer or in the absence of an answer, the Company will inform the Union in writing, of its intention to submit the grievance to arbitration within the twenty-five (25) working days following the meeting with the Union.

#### **10.07 Written Statement of the Grievance**

##### **a) Written Statement**

The written statement of the grievance shall briefly summarize the facts in order to identify the problem raised and the solution sought.

##### **b) Rejection of a Grievance**

No grievance may be rejected by reason of defect in form or technical error in the written statement.

#### **10.08 Mutual Agreement in Writing**

- a) All decisions taken by mutual agreement in writing and signed between the designated representatives of the Company and the Union, at any time during the grievance and arbitration procedures, shall be final and binding upon the Company, the Union and the Owner Operators.
- b) In the event a written grievance is withdrawn or resolved by a steward, such grievance will be signed by the steward, grievor and Company and the Local Union so involved will be notified in writing by the Company.

#### **10.09 Extensions and Time Limits**

The time limits provided for in the present article are mandatory and may only be prolonged by mutual agreement in writing between the Company and the Union.

### **10.10 Trip Sheets and Time Cards**

For the purpose of investigating a specific grievance, Business Representatives and Stewards shall, upon request, have relevant trip sheets and time cards made available to them within a five (5) working day period.

This provision shall not be used to gather information to solicit grievances.

### **10.11 Payroll Changes**

The Owner / Operators will be advised the next day or as soon as possible of any changes or alterations to payroll summaries used for payroll purposes.

### **10.12 Payment of Grievance Settlement**

- a) In cases where a grievance settlement involves a payment to an Owner Operator, such payment will be made to the Owner Operator no later than the second pay day following the settlement of the grievance, with an indication on the pay stub.
- b) In the event an Owner Operator is collecting WCB/CSST, disability or Employment Insurance benefits, the payment of the grievance settlement will occur no later than the second pay day upon his return to active status unless the Owner Operator requests in writing such payment during his absence. This payment will be made no later than the second pay day following the request.

### **10.13 Working Day**

For the purposes of Article 8 of the present agreement, the term "working day" does not include Saturday, Sunday, nor general holidays as agreed upon by the present Collective Agreement.

## Article 11. ARBITRATION

### **11.01 Notice of Arbitration**

Where the Union or the Company wishes to submit a grievance to arbitration, it must do so by notice in writing to the other party within the time limit provided for in Article 8.

Any grievance is prescribed and is not arbitrable if it has not been submitted to the grievance procedure in the manner provided for in Article 8 of the present agreement. Moreover, any grievance is prescribed and is not arbitrable if it has not been processed through all the steps provided for in the grievance procedure within the time limits there indicated, or **if** it has not been submitted to arbitration in the manner and within the time limits provided for in the present Collective Agreement.

### **11.02 Appointment of an Arbitrator**

Appointment of an arbitrator shall be determined on a local basis as follows:

The grievance shall be submitted to a sole arbitrator chosen by mutual agreement.

In cases whereby several cases of a disciplinary nature are the subject of grievances for an Owner Operator or a group of Owner Operators, the parties may agree to have them heard individually by the same arbitrator.

Should the parties be unable to agree to a sole arbitrator, application may be made by either party to the Ministry of Labour.

### **11.03 Decision within Thirty (30) Days**

The arbitrator must render his decision within the thirty (30) days following the final date of the hearing. However, at the request of the arbitrator, this time period may be prolonged by agreement between the two (2) parties.

### **11.0 Final and Binding**

The arbitrator's decision shall be final and bind the Company, the Union and the Owner Operators concerned. The arbitrator shall not be authorized to alter, modify or amend any part of this

agreement, nor to render any decision incompatible with the provisions of this agreement, nor to consider any matter not pertaining to the present agreement.

**11.05 Fees and Expenses**

The parties will bear equally the fees and expenses of the arbitrator.

**11.06 Disciplinary Measures**

Except in the cases provided for in Article 4.04, the arbitrator may, in the case of discharge **or** of disciplinary measures imposed on Owner Operators having acquired seniority rights, confirm, modify or annul the decision **of** the Company, or, as the case may be, substitute any other sanction which appears to him to be just and reasonable under the circumstances.

**11.07 Burden of Proof**

In the case **of** disciplinary measures or of administrative dismissal being the object of a grievance, the Company shall bear the burden of proof.

**11.08 Dismissal**

The Company and Union recognize the importance of handling dismissal grievances without unreasonable delay. In all cases of disciplinary **or** administrative dismissals that are referred to arbitration the parties agree to begin the hearing as soon as reasonably possible.

**Article 12. DISCIPLINARY MEASURES**

**12.01 Disciplinary Measures**

It is recognized that the imposition of discipline is the exclusive right **of** the Company.

Written reprimand, suspension and discharge are the disciplinary measures susceptible of being imposed depending upon the gravity or the frequency of the infraction in question.

Recognizing the Owner / Operator as **an** independent business person, both the Company and the Union agree that the imposition of time off as a form of discipline does not serve the interests of either the Owner / Operator or the Company. As such, it is agreed that the discipline of suspension will be in writing only and no time off will be served.

**12.02 Time Limit for Imposition of a Disciplinary Sanction**

The decision to impose a disciplinary sanction shall be communicated, in writing, to the Owner Operator within the five (5) working days of the Owner Operator's regular schedule following the incident or knowledge of such incident by the Company; otherwise, this sanction shall be rendered invalid and illegal for the purposes of the present agreement. Nonetheless, this time period can be extended to ten (10) working days of the Owner Operator's regular schedule, following notice by the Company to the permanent representative of the Union to the effect that additional time is required to complete its inquiry.

In the case of a criminal investigation (for example theft, drugs, fraud), the time period does not commence until all conclusions have been drawn from the investigation.

All suspensions will be given within the shortest and most reasonable time period.

**12.03 Contents and Delivery of the Confirmation of Discipline**

A written confirmation of discipline addressed to the Owner Operator concerned must state the reasons for the disciplinary sanction with a copy transmitted simultaneously to the Union Business Agent and to the steward concerned.

Moreover, the Owner Operator concerned must sign a statement attesting receipt of the said confirmation. His signature does not constitute an acceptance of the disciplinary measure, but only receipt of the written confirmation.

**12.04 Presence of a Union Steward**

Any Owner Operator covered by this agreement who **is** called into the Company's office for any discussions pertaining to disciplinary



or administrative measures or during an investigation by the Loss Prevention department which could result in disciplinary measures for the Owner Operator shall have the right, upon request, to be accompanied by a steward.

**12.05 Prescription**

A disciplinary measure becomes null and void twelve (12) months after the date of the imposition of the discipline. Any disciplinary measure becoming null and void is withdrawn from the file of the Owner Operator.

**12.06 Consultation of the Owner Operator's File**

An Owner Operator who has completed his probationary period may, after having made an appointment two (2) working days in advance, consult his file in the presence of a representative of the Company, accompanied by his steward if he so wishes. The two (2) working days may be extended by the Company in order to process multiple requests from one location or requests from remote areas.

**Article 13. HEALTH AND SAFETY AT WORK**

**13.01 Cooperation**

The parties agree to cooperate in order to establish and maintain conditions conducive to ensuring proper health and safety at work for all Owner Operators.

**13.02 Respect of the Law**

The Company, the Union and the Owner Operators 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 Owner Operators.

**13.03 Health and Safety Committee**

In depots containing twenty (20) employees or more, the Health and Safety Committee will **be** composed of:

- two (2) members designated by the Union;
- two (2) Company representatives.

Note: The two (2) members designated by the Union may include either employees or Owner Operators of the Company.

As for the other depots within the bargaining unit, the provisions contained in ~~Part~~ II of the Canada Labour Code will apply.

The functions of the Health and Safety Committee are the following:

- a) To recommend training, information and prevention programs in matters of health and safety;
- b) To suggest means and equipment for individual protection;
- c) To receive the suggestions and complaints of the Owner/Operators, the Union and the Company relating to health, safety and hygiene and to take them into consideration;
- d) To receive a copy of the notices of work accidents submitted to the Worker's Compensation Board and to obtain a copy of the internal reports of work accidents which have been investigated by the Company.
- e) To fulfill any other function which is jointly referred to it by the parties to the present agreement.

#### **13.04 Committee Meetings**

- a) The Health and Safety Committee shall meet on a monthly basis. Minutes of each meeting must be taken and remitted to each of its members and posted on the bulletin board along with a copy to the Local Union.
- b) Members of the Health and Safety Committee shall not be required to perform their normal functions during the time necessary to attend the said meetings.
- c) All time spent in such health and safety meetings shall be remunerated at the applicable waiting time rate.

### **13.05 Right of Refusal**

An Owner Operator may exercise the right of refusal to perform work constituting an imminent danger, the whole in compliance with the provisions of Articles 128 and following of the Canada Labour Code.

### **13.06 Government Inspection**

A Union member of the Health and Safety Committee in the depot concerned shall be present, during a governmental inspection in a matter of health and safety. All reports of such inspections or inquiries shall be remitted to all members of the Health and Safety Committee.

### **13.07 Safety Training**

The Company agrees to meet any safety training requirements specified under Part II of the Canada Labour Code or any other legislation which may apply.

## **Article 14. MISCELLANEOUS**

### **14.01 Uniforms**

The present Company practice concerning uniforms will be maintained for the duration of this agreement.  
All Owner Operators who are issued uniforms are responsible for the maintenance of them.

## **Article 15. INTERPRETATION**

### **15.01 Collective Agreement In Printed Form**

The Company shall have the text of the Collective Agreement printed. It shall distribute one (1) copy to each of the present and future Owner Operators in the bargaining unit.

## **Article 16. DURATION AND RENEWAL**

### **16.01 Duration and Renewal**

The present Collective Agreement shall come into force on its date of signing and shall terminate on December 31, 1999 and, barring express provisions to the contrary, does not have retroactive effect. Either of the parties to the present agreement may give notice in writing of its intention to re-negotiate the present agreement within a delay of not less than ninety (90) and not more than a hundred and twenty (120) days prior **to** its expiry date.

### **16.02 Application**

After expiry of the term of this Agreement the terms and conditions of employment as set out in this Agreement will continue to apply until the right to strike or lockout is acquired.

### **16.03 Annex or Appendix**

All Annexes, Appendices and Letters of Understanding to the present Agreement are an integral part thereof,

## **Article 17. OWNEWOPERATOR CONTRACT AND STANDARDS OF PERFORMANCE**

Copies of these standard documents are attached to this Appendix and remain in effect for the duration of this agreement.

## **Article 18. OWNER/OPERATOR COMPENSATION**

The Owner/Operator compensation schedule is attached to this Collective Agreement and remains in effect for the duration of this agreement.

Article 19. HEALTH AND WELFARE

Eligible Owner/Operators shall be entitled to the following benefits:

- Basic Life Insurance
- Accident, Death and Dismemberment
- Dental
- Health (including vision care and prescription drugs)

Owner/Operators who have twelve (12) months or more of service will be eligible for the benefits program.

The Owner/Operator must pay a premium of \$10.00 for single coverage and \$20.00 for family coverage.

The Company may improve the benefits and/or conditions of eligibility; in such case, the Union is advised in writing of the change.

IN WITNESS WHEREOF, the parties have signed, through their duly authorized representatives, in Regina, this 17 day of August, 1998.

TEAMSTERS LOCAL 395

Ray Bergely

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURULATOR COURIER LTD.

H. Fisher  
Greg Johnston  
Seungnam  
Craig E. Morgan

\_\_\_\_\_

**ATTACHMENT I**

**OWNEWOPERATOR CONTRACT**

**AGREEMENT FOR SUPPLY AND OPERATIONS  
OF  
MOTOR VEHICLE**

**THIS AGREEMENT made the    of    ,19**

**between**

**PUROLATOR COURIER LIMITED  
("PUROLATOR")**

**and**

**("OWNEWOPERATOR")**

**WHEREAS Owner/Operator owns or leases a vehicle (the "Vehicle") suitable for the pick-up and delivery of small parcels (the "Services"); and**

**WHEREAS** Owner/Operator is willing to make available and operate the Vehicle to perform the Services for Purolator upon the terms and conditions hereinafter set forth;

NOW THEREFORE the parties covenant and agree as follows:

1. Owner/Operator, making use of the Vehicle, shall perform the Services in a timely and efficient manner.
2. Owner/Operator shall maintain the Vehicle in safe, serviceable and clean condition.
3. All costs of Vehicle operation and maintenance shall be borne by the Owner/Operator.
4. Owner/Operator shall, at Owner/Operator's expense, maintain liability insurance on the Vehicle in accordance with provincial requirements.
5. Owner/Operator shall, at Purolator's expense decorate the Vehicle in accordance with Purolator's specifications.
6. **If** deemed necessary by Purolator, Owner/Operator shall install communications equipment supplied by Purolator and make use of such equipment in performing the Services. Such equipment will be serviced by the Company at the Company's expense.
7. Owner/Operator shall deliver to Purolator a daily summary **of** Services performed including but not limited to, delivery route sheets, pick-up waybills and manifest sheets, plus a daily pay summary.
8. For the service rendered pursuant to this Agreement, Purolator shall pay Owner/Operator bi-weekly in accordance with Owner/Operator Compensation Plan.
9. Owner/Operators undertake to indemnify and hold Purolator harmless from ail claims, debts, demands, **suits**, actions, and causes of actions whatsoever for loss, damages, delay and liability **of** any nature or

- kind whatsoever, made or brought by any person, firm or corporation against Purolator arising out of or in connection with the Services rendered by the Owner/Operator.
10. The sole relationship between the parties hereto is that **of** principal and businessman and nothing herein shall **be** deemed to create any other relationship including, without limiting the generality of the foregoing, any relationship of employer and Owner Operator, agency, partnership, association or joint venture.
  11. This Agreement is terminable by either of the parties without advance notice in the event of:
    - a) default by the other party in the performance of any of its obligations under this Agreement; or
    - b) bankruptcy of the other party or the seizure or attachment of such other party's assets by third party.
  12. Upon termination of this Agreement, Owner/Operator shall forthwith remove from the Vehicle the word "Purolator" and all the trademarks, logos and other elements of decoration which are distinctive of Purolator.
  13. No waiver on behalf of either party hereto of any of the provisions of this Agreement shall be effective unless expressed in writing and any waiver so expressed shall not limit or affect the rights **of** the party granting such waiver with respect to any other or future matter arising hereunder.
  14. This Agreement supersedes all former agreements whether oral or written, in force between the parties hereto concerning the subject matter of this Agreement, all which are terminated as **of** the date hereof.
  15. Any notice given under this Agreement shall be in writing and personally delivered or mailed by registered letter at the last known address of the



- other party. In the event of mailing in the matter aforesaid, such notice shall be deemed to have been received six, (6), business days after mailing.
16. In the event the Vehicle is used to transport freight for others, the Purolator vehicle markings, the "Purolator" trademark, distinctive colours and designs, license plates and operating authority shall not be displayed or relied upon.
17. The Owner/Operator will be governed at all times by the attached Standards of Performance.

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

PUROLATOR COURIER LIMITED

**BY:**

\_\_\_\_\_

(WITNESS)

\_\_\_\_\_

(OWNER/OPERATOR)

## ATTACHMENT II

### OWNER

### RD OF PERFORM

#### SECTION 1 - VEHICLE SPECIFICATIONS:

Owner/Operators are required to supply their own vehicle for the purpose of providing service to Purolator.

1. It is the responsibility of Purolator to determine the size and specifications of vehicles used on any particular route. Upon hiring, transferring, route growth and vehicle replacement, as a condition of continuous employment, Owner/Operators will be required to provide a vehicle which complies with Purolator's size and specifications. Any change in requirements will be communicated to the Owner Operator as soon as reasonably possible.
2. Depending upon route requirements, the Owner/Operator will provide a suitable vehicle. Within sixty (60) days of replacement of vehicle, the Owner/Operator must have his vehicle painted according to Purolator's standards and specifications.
3. Other than Driver/Passenger windows, side or rear glass are not permitted. Owner/Operators who, at the time of the signing of the collective agreement, do not have vehicles which meet this standard will **be** allowed to retain such vehicle. Any such deviation from this requirement must have the written approval of the Managing Director of Operations.
4. Owner/Operator shall at Purolator's expense decorate the vehicle in accordance with Purolator's specifications. This **is** to be completed within sixty (60) days of hire or replacement. The Purolator trademarks, distinctive colours and designs used in connection with the business and

service provided by Purolator shall remain at all times during the term and any renewal thereof the property of Purolator and any benefit associated with such use shall accrue wholly to Purolator. The Owner/Operator can use the Purolator trademark, distinctive colours and designs only with the consent of Purolator and only in connection with the services provided to Purolator.

On termination of the Owner/Operator's contract with Purolator, or at the time of indefinite layoff, the Owner/Operator shall immediately and at no expense to Purolator remove from the vehicle the Purolator trademarks, distinctive colours or designs before receipt of his/her final cheque.

Purolator may require the placement of M.C.C. or other Provincial or Area Identification. If such is the case, Purolator will pay for the expense. No other vehicle markings are to be placed on the vehicle unless approved by Purolator in writing.

5. Modifications to existing or replacement vehicles must be approved by Purolator in writing.
6. All rust spots, dents and body repair work is to be completed within 30 days of Purolator's request in writing, with a copy to the Union, to have such work completed. The Owner/Operator is responsible for all expenses in this area including the rental of a vehicle to maintain regular service.
7. All maintenance and operating costs are borne by the Owner/Operator.
8. The Owner/Operator shall be responsible to provide a vehicle at his/her expense at any time his vehicle is unavailable for regular service. The replacement vehicle must conform to Purolator's standards as to size and conditions but not colors. Replacement vans must not be used for more than one (1) week unless extenuating circumstances warrant an extension which must be approved by Purolator in writing.

9. Owner/Operator will ensure their vehicle complies with all security, licensing, cleanliness, insurance, mechanical, maintenance, safety, physical condition and appearance requirements as established and amended from time to time by Purolator.
10. The serviceable age **of** the vehicle shall be deemed to be six **(6)** years and any vehicle which is older than three **(3)** years must **be** inspected annually. The six **(6)** years may be extended to ten (10) years based on vehicle condition and reliability. Such extension, would be approved by Purolator, in writing, subject to the results of the vehicle inspection.

## **SECTION 2 - OPERATION OF VEHICLE**

Courteous driving and compliance with applicable traffic ordinances, motor vehicle regulations and security of our packages will be adhered to at all times.

1. Owner/Operators making personal use of the vehicle outside normal working hours shall operate their vehicle in a safe, courteous and professional manner.
2. Unless previously approved by Purolator, no hitchhikers, unauthorized personnel, or animals shall be transported in an Owner/Operator vehicle while performing services for Purolator. This will not apply to situations where **an** Owner/Operator is providing emergency assistance to another motorist.
3. The use of substitute drivers must be approved by Purolator and this approval will not be unreasonably withheld. Where required the Owner/Operator assumes all liability insurance and Worker's Compensation for any substitute driver operating their vehicle. The Owner/Operator shall comply with all responsibilities, as an employer under the requirements of municipal, provincial and Federal statutes.

4. As a condition of employment, the Owner/Operator at his/her expense will provide Purolator with a copy of their Driver's Abstract annually.
5. Where required, the Owner/Operator will supply Purolator with a copy of their vehicle registration showing Purolator's safety number and Purolator Courier listed on the registration. Also, the Owner/Operator must provide a copy of the vehicle route class code and Motor Carrier License.
6. All Owner/Operators will provide and maintain at their own cost and expense all tools, machinery, supplies, fuels and oils necessary to perform the services undertaken by the Owner/Operator.
7. All Owner/Operators are responsible for having on hand appropriate supplies such as Bill of Lading, Puroletters, Puropaks and all service labels while ensuring proper utilization and control. On termination of the Owner/Operator service, the Owner/Operator shall surrender all paper products of materials with the Purolator trademark, distinctive colour or designs before the final payment is made to the Owner/Operator. This includes any keys and identification tags.
8. All Owner/Operators are responsible to identify and communicate to his/her respective terminal all shipments that cannot be delivered for whatever reason.
9. It shall be the responsibility of the Owner/Operator to provide an adequate vehicle and assure a Purolator approved replacement in the case of absenteeism.

### **SECTION 3 - OWNER OPERATING STAND**

Purolator has certain rules of conduct for the guidance and benefit of all Owner/Operators. It is the responsibility of each and every Owner/Operator to protect our customers' property and to ensure safe, prompt and secure services. In addition, we must take every

possible precaution to provide for the safety and security of all personnel, vehicles, terminals, customer's premises and the general public. All Owner/Operators are expected to demonstrate integrity, courtesy, safety and conduct of the highest standard.

The rules and regulations listed below are not exhaustive and do not cover every possible situation. When unsure of the proper procedures to follow, Owner/Operators are responsible for contacting their immediate supervisors.

An Owner/Operator who fails at any time to maintain proper standards of conduct or who violates Company rules shall be subject to disciplinary measures up to and including termination of contract.

### **GENERAL RULES**

1. Truthful, accurate and complete reports must be made at all times. Falsification of any report is strictly prohibited.
2. All personal injuries or illness must be promptly reported to your supervisor, whether suffered while on duty or off duty.
3. Uniforms must be worn while performing Purolator business in a decaled vehicle and are not to be worn during off-duty hours.
  - a) Any Owner/Operators who have been assigned a uniform and reports to work without a proper uniform will be relieved of their duties without pay and expected to return in uniform as directed by their supervisor.
  - b) The Owner/Operator is expected to maintain and clean such uniforms.
  - c) All uniforms must be returned to Purolator upon leaving Purolator before the final cheque is released.
  - d) Purolator will pay for new uniforms according to Purolator's uniform policy,
  - e) No deviation in the uniform such as T-shirts or shorts are permitted which are not part of Purolator's uniform policy. Likewise garments

bearing the Purolator logo which are not part of the uniform are not to be worn to work.

4. Having in possession, using or being under the influence of intoxicating drugs **or** alcohol at any time during the period between start and finishing time, whether or not on Company premises, is forbidden and will result in immediate contract termination.
5. Owner/Operators shall not carry or have in their possessions firearms or other weapons while on duty.
6. Owner/Operators agree to pick-up and/or deliver at all regular customer locations as assigned on the route sheets and at all unscheduled locations as instructed.
7. The use of abusive language is prohibited.
8. Fighting, horseplay or engaging in any conduct which creates a safety hazard to oneself and/or others is prohibited.
9. The Owner/Operator agrees not to abuse or misuse any of Purolator's property.
10. No soliciting or gambling is permitted on Purolator's property.
11. Owner/Operators shall not guarantee levels of service or time of pick-up.
12. Owner/Operators are responsible for the accurate and legible manifesting of all shipments moved in each work day and in obtaining receipts **of** all items that are delivered.
13. All **Bills** of Lading and/or Manifests shall be carefully checked **by** the Owner/Operator to see that they properly reflect the name and address of the consignor and consignee, the accurate number and weight of all packages included in the shipment, the service type and payment method.
14. The Owner/Operator is responsible for submitting to Purolator an accurate and legible summary of each day's transactions along with all Bill of Ladings, cash, cheques, money orders, route sheets and other forms of payments received on behalf and for delivery to Purolator.

15. The Owner/Operator will invoice Purolator as required for services rendered according to the Owner/Operator invoicing procedures.
16. Cash to Courier and C.S. (Controlled Shipments) Procedures must be adhered to at all times. Refer to the Operations Procedures Manual for complete details.
17. It is each Owner/Operator's duty to properly guard and account for all packages. Any breach of security, suspected theft or any incident that arouses the Owner/Operator's concern or suspicion must be reported to a supervisor immediately.
18. The Owner/Operator agrees that Customer Shipments will not be thrown or mishandled in any way. Particular attention must be paid to package handling such as "This Side Up", "**Caution**", and "Fragile".
19. No Owner/Operator may open, attempt to open, or reach into an opened shipment unless authorized to do so by a supervisor. Any merchandise which falls out of an opened or damaged package may not be kept or used by an Owner/Operator. All such merchandise or shipments must be brought to the attention of a supervisor immediately.
20. Theft of Purolator, customer or other employee's or other Owner/Operator's property will result in immediate contract termination and may also result in criminal prosecution.
21. Owner/Operators must comply with placarding and all other regulations applicable to the handling of Dangerous Goods. Refer to your Dangerous Goods handbook for details.
22. All accidents whether involving other vehicles or not, shall be immediately reported to a supervisor.
23. Unless previously authorized by a supervisor, keys must be removed from the ignition of a vehicle left unattended.
24. Vehicle windows may be left open while the vehicle is unattended provided that all cargo is behind a solid cargo barrier and the cargo compartment is locked.
25. Packages shall not be placed on the roof, hood, or trunk **of** any vehicle.



~~Operators must enter the Department of Highways weigh~~  
scales. A copy of the vehicle registration, insurance certificate, operating authority, radio license and provincial certificate (where applicable) must be carried by each vehicle and be shown upon request.

27. While in uniform Owner/Operators are expected to behave in a responsible and professional manner.
28. A daily regime of good grooming and hygiene is expected of the Owner/Operator, in order to create and maintain a favourable impression on our customers and prospective customers.
  - a) Hair must be trimmed and combed as to present a neat appearance.
  - b) Hair must be groomed to avoid interference with the job function.
  - c) Facial hair **must** be trimmed neatly so that it does not appear "bushy".
29. The Owner/Operator agrees not to enter any action which may be harmful to Purolator or cause an unfavourable reaction from current or potential customers.

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Owner/Operator Name    Owner/Operator Signature    Date

---

Witness Name                      Witness Signature                      Date

**OWNER/OPERATOR COMPENSATION SCHEDULE**

1. BASE RATE

Each Owner/Operator who is required to provide his services to the Company for a full day will receive the following base rate per working day. This will be paid only if the total remuneration from the following points do not exceed the base rate.

Base  
Rate                \$140.28 per day

**PROPORTIONAL BASE RATE**

Each Owner/Operator who **is** required to provide his services to the Company for less than a full day, but greater than four (4) hours will receive the following base rate per working day. This will be paid only if the total remuneration from the following points do not exceed the proportional base rate.

Proportional  
Rate                \$70.14 per day

2. (i) KILOMETRERATE

The following rate per kilometre traveled will be earned by Owner/Operators.

Effective Date of <u>Signing</u>	Effective 1 July 1999 _____
\$0.390	\$0.405

(ii) **PIECE RATE**

The following rate per piece will be earned by Owner/Operators.

Effective Date of <u>Signing</u>	Effective 1 July 1999 _____
<b>\$0.52</b>	<b>\$0.55</b>

A piece generally can be defined as a parcel identification number with an associated proof of delivery on the delivery cycle; and a properly completed waybill, manifest or other shipping document on the pick-up cycle.

3 **SPECIAL SERVICE**

The following is a list of recognized special services:

a) **Lead Hand**

Where an Owner/Operator is contracted to be the Lead Hand, a rate of \$5.00 per working day will be earned.

b) **Non-Route Specials**

Where an Owner/Operator is expected to perform a pick-up or delivery that does not form part of his/her route area, they will earn the appropriate kilometre and piece rate noted in 3 i) & 3 ii) above with a \$10.00 minimum.

c) Wait Times

Where an Owner/Operator is expected to wait for air and ground linehaul systems, they will earn the hourly rate provided below the wait exceeds 30 minutes from the scheduled arrival time of the linehaul. Customer waits are not included in this formula.

**\$10.00**

(d) Cell Phone/Pagers

Where the Company determines an Owner/Operator requires the use of a Cellular phone as a result of an Owner/Operator operating in an area where the reception of the Company issued pager is restricted, the Company will reimburse the Owner/Operator for business related phone calls to and from authorized Purolator facilities. Pagers will be supplied by the Company where required.

(e) Workers' Compensation

The Company agrees to pay for Workers' Compensation coverage for Owner/Operators effective July 1, 1999.

**Letter of Understanding**

**Between**

**Purolator Courier Ltd.**

**And**

**Teamsters Local 395**

The following kilometer rates will apply to Owner Operators who operate extended vans and cube vans as authorized by the Company:

Extended vans: \$0.415 per km

Cube vans: \$0.44 per km

For the Union



For the Company

