

# **Collective Agreement**

***TIGER COURIER INC.***

***AND***

***WESTERN CANADA COUNCIL OF TEAMSTERS***

***November 25, 2008 – June 30, 2011***

**13253 (03)**

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## Article 1~ Union Rights and Recognition

**1.1** This agreement shall apply to all employees and dependent contractors of Tiger Courier Inc. in the provinces of British Columbia and Alberta, excluding dispatchers, supervisors, office and clerical staff and sales personnel, and those excluded by the Code; Canada Industrial Relations Board order #7739-U.

**1.2** The Company recognizes the Union as the sole and exclusive bargaining agent for the employees and dependent contractors defined in Article 1.1, and both parties agree to bargain collectively and in good faith.

**1.3** The Company recognizes the right of the Union to appoint or otherwise elect Shop Stewards for the handling of grievances, disputes or differences that may arise from the application or interpretation of the terms of this agreement

The Union shall notify the Company in writing forth of such appointments and deletions of these members so elected or appointed.

**1.4** The steward of a grieved member will be allowed to leave his/her work without loss of pay, to investigate a grievance and/or file a grievance at Step One. However, the steward shall first obtain permission from his/her immediate supervisor. Such permission shall not be unreasonably withheld.

**1.5** Members who have been elected or appointed to attend Union business may be granted leave of absence without pay as follows:

- No more than two (2) members at any one time.
- At least two (2) weeks written notice is given to the Company.
- If it does not unduly interfere with the operations of the Company.

### **1.6 Definitions**

a) "Owner Operator" means contractors who supply their own vehicles and are recognized solely for purposes of Part 1 of the Canada Labour Code as "Dependent Contractors" of the Company and the parties consider their relationship to be that of Company/Independent Contractor and not Employer/Employee.

b) "Employee" means dock workers and city drivers and the parties consider their relationship to be that of Employer/Employee.

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## **1.7 Discrimination**

The Company shall not refuse to employ, or continue to employ, or otherwise discriminate against any person or class of persons with respect to employment, or any term or condition of employment, because of their race, nationality, or ethnic origin, colour, religion, age, gender, marital status, family status, sexual orientation, or disability. In particular, the Company and the Union agree to comply with the requirements of Canadian Human Rights Code legislation, Canada Labour Code, Part II, Safety and Health legislation and other legislative requirements.

The parties agree that if there is any allegation of a violation of the above that a grievance may be filed and the Arbitrator shall have the exclusive jurisdiction to determine the issue.

## **1.8 Corrective Behaviour System - Dismissal**

Management and the respective employee/owner operator will ensure that a Shop Steward or designate of the bargaining unit is present at dismissal.

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## Article 2 ~ Union Shop and Dues

### 2.1 Membership in Good Standing

- a) All Union members, as a condition of their employment, shall maintain their Union membership in good standing for the duration of this Collective Agreement.
- b) All new hires shall become members of the Union at the beginning of his/her employment and shall remain members of the Union.

### 2.2 Dues

- a) All bargaining unit members shall authorize the Company to deduct from their pay an amount equal to the Local Union's monthly dues for the duration of this Collective Agreement, as their financial contribution to the Local Union.
- b) The deduction of union dues shall be made from every bargaining unit member including but not limited to probationary members.
- c) The designated union dues shall be deducted from the bargaining unit members twice monthly, with one-half the due to be deducted each time. The amounts so deducted shall be forwarded once a month, to the Head Office of the Local Union.

The union dues deductions will show on all bargaining unit members semi-monthly and yearly statement of earnings.

- d) The Company shall furnish the Union a listing showing the names, social insurance numbers, and branches of those bargaining unit members from and on behalf of whom such deductions have been made, the amount deducted from each bargaining unit member, and all additions to and deletions from the previous listing. The Company will submit the remittance within fifteen (15) calendar days of payroll cut-off,
- e) This compulsory check-off of dues shall apply to all bargaining unit members, and shall continue during the lifetime of this Collective Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations.
- f) Upon written notification from the Union regarding dues arrears, the Company will immediately commence deductions and forward such monies to the Head Office of the Local Union. The settlement deductions shall not be more than fifty dollars (\$50.00) per pay period. The Union will

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refund directly to the bargaining unit member any such monies deducted in error along with confirmation of such refund to the Company.

- g) The Union agrees to indemnify and save the Company harmless against any claim of liability arising out of or resulting from the operation of this Article.

### **2.3 Initiation Fees**

Unless the Company is otherwise notified, all bargaining unit members, as a condition of their continued employment, shall authorize the Company to deduct an amount equal to the local Union's initiation fees in installments of fifty dollars (\$50.00) per pay period after the completion of the probationary period.

This deduction shall continue until the initiation fee is paid in full.

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

### **2.4 Distribution of Collective Agreement**

The Union shall supply the Company with copies of the Collective Agreement.

The Company shall distribute to each bargaining unit member, a copy of the Collective Agreement upon date of hire.

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### **Article 3 ~ Management Rights**

**3. /** The Union recognizes Management's right to manage and direct the workforce, including the right to hire, to assign jobs, to establish qualifications for jobs to be filled and to judge merit and ability of employees, to determine if accidents are preventable or non preventable, to increase and decrease the working force, to schedule operations and the method, process and means of operation.

Further, the Union recognizes Management's right to discipline, suspend or discharge for just cause.

The Union further recognizes that except as restricted by this agreement all other management rights are reserved.

Failure by the Company to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

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## Article 4 ~ seniority

### 4.1 Definition

Seniority shall be accumulative service within the bargaining unit from the employee's or owner operator's last date of hire.

### 4.2 Classifications

Seniority shall apply within the following classifications:

- a) Owner Operators
- b) Dock Workers
- c) City Drivers

### 4.3 Application

Seniority shall apply to layoff and recall for the classification of Dock Workers and City Drivers.

### 4.4 Notification of Lay Off

Notice of lay off and severance shall be as per the Canada Labour **Code**.

### 4.5 Lay Off Procedures

The employee within a classification at a branch doing a **job** which will no longer be required at the branch has the following two options:

- a) Take the lay off, or
- b) Displace **the** most junior employee in his/her classification.

The employee **must** select his/her option within two (2) days of the lay off notice.

Should an employee be displaced, he/she must take the lay off.

### 4.6 Recall Procedures

When it becomes necessary to increase the work force within a classification that **a** lay off occurred, the displaced employee of that classification shall be recalled in their classification in order of seniority provided they have the job qualifications.



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#### 4.7 Seniority Lists

Seniority lists shall:

- be for each branch
- be based on the following three classifications, owner operators, dock workers and city drivers
  - a indicate the name, classification and seniority date
- be posted twice a year, January and July with a copy forwarded to the Union

#### 4.8 Loss of Seniority

A bargaining unit member **will** be deemed to be terminated and will lose all seniority rights and privileges, and the Company shall have no further obligation to him/her in any of the following events:

- a) The bargaining unit member voluntarily leaves the employ of the Company;
- b) The bargaining unit member is discharged for just and reasonable cause or during the probationary period;
- c) The bargaining unit member uses a leave of absence for a purpose other than the purpose for which the leave **is** granted;
- d) The bargaining unit member fails to report for work for three (3) working days without personally **notifying** the Company.,
- e) The employee fails to report to work on recall from lay off within three (3) working days of being notified by phone or registered mail. It is the employee's responsibility to keep the Company informed at all times as to his/her correct home address and phone number.
- f) The bargaining unit member **is** laid off and not recalled for a period of twelve (12) consecutive months or a period of time equal to the employee's accumulated seniority whichever is less.

#### 4.9 Job Posting

Company **full** time vacancies shall be posted on branch bulletin boards where the vacancy exists.

Vacancies shall be posted for a period of seven **(7)** days.

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Positions will be awarded to the most qualified person who has applied for the position. If *two* (2) qualified people, who are being considered, are relatively equal, the senior applicant will be accepted.

**All** vacancies created as a result of an employee successfully obtaining another position shall be filled at the discretion of the Company.

An employee will be entitled to one successful posting within a twelve **(12)** month period.

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## Article 5 ~ Payroll Procedures

### 5.1 Pay Dates

Pay days are the fifteenth and the last day of every month.

### 5.2 Payment Method

Payment is made by direct deposit.

The pay **stub** received on the fifteenth of the month covers the last half **of** the previous month. The pay stub received on the **last** day of the month covers the first to the fifteenth of the month. For example, January 1-15 is paid on January 31<sup>st</sup>; January 16-31 is paid on February 15<sup>th</sup>.

### 5.3 Payment Statement

The Company shall provide each employee covered by this Agreement with a separate and detachable, written or printed itemized statement in respect of all wage payment made to such employee as per the Canada Labour Code.

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## **Article 6 ~ Grievance Procedure and Arbitration**

### **6.1 Definition**

Grievance means any written complaint or claim brought by the Company, or by the Union or by a bargaining unit member relating to the interpretation, application, or alleged violation of this Agreement.

### **6.2 Time Limits**

All grievances shall be presented to the other party within the time limits specified. Time limits may be extended by the mutual consent of the parties confirmed in writing.

If the aggrieved party does not respond within the specified time limits, the grievance is considered dropped and all rights of recourse will be forfeited.

If the Company does not respond within the specified time limits, the grievance will be processed to the next step in the grievance procedure.

Any grievance that is not presented within ten (10) working days following knowledge of the event-giving rise to such grievance shall be forfeited and waived **by** the aggrieved parties.

A grievance relating to a termination or lay off that is not presented within five (5) working days of the date the bargaining unit member is dismissed or laid off, shall be forfeited and waived by the aggrieved parties.

The time limits for a grievance relating to pay will be calculated from the date of receipt of the pay stub/statement.

### **6.3 Grievance Procedure – Step One**

To speed the resolution of a complaint and provide the Supervisor a fair chance to resolve the complaint in an informal manner, a bargaining unit member shall first discuss a complaint verbally with the Supervisor before the matter can become the subject of a written grievance. A union representative may represent the bargaining unit member.

The Supervisor shall respond within seven (7) working days.

A grievance filed on behalf of the Union or the Company shall be submitted at Step Two of the grievance procedure.

A grievance concerning the dismissal of a bargaining unit member may be filed in writing at Step Two of the grievance procedures within five (5) working days.

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## Grievance Procedure – Step Two

Failing satisfactory settlement at Step One, and within seven (7) working days of receiving the Supervisor's response, the bargaining unit member or the union representative may submit a written grievance with the Branch Manager/Director of Operations.

The Branch Manager/Director of Operations shall respond within seven (7) working days of receiving the Step Two grievance.

The party making the grievance shall sign the grievance, The grievance shall contain a description of the circumstances, the alleged violation of the agreement so that the company can know what complaint it is answering, and the remedy requested.

## Grievance Procedure – Step Three

Failing satisfactory settlement at Step Two, and within seven (7) working days of receiving the Branch Manager/Director of Operations response, the Union Representative shall forward the grievance to the General Manager.

The General Manager will respond within ten (10) working days.

## Grievance Procedure – Step Four – Grievance Panel

Failing satisfactory settlement of a grievance at Step Three of the grievance procedure, either party, or if mutually agreed, within ten (10) working days, may notify the other party in writing of its desire to submit the difference or allegation to a Grievance Panel.

The Grievance Panel shall be composed of four (4) persons, two (2) selected by the Company and two (2) selected by the Union. In the event that four (4) persons are not available, the Grievance Panel shall be composed of two (2) persons, one (1) selected by the Company and one (1) selected by the Union. The Company shall not select a representative from the Company involved, nor will the Union select a representative from the Local involved.

The Grievance Panel shall hear **and** determine the difference or allegation and shall issue a decision. The majority decision shall be final and binding upon the parties and upon any bargaining unit member affected by it, and shall have the same effect as a decision rendered by an Arbitrator.

Decisions of the Grievance Panel shall not be used as precedents.

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The Grievance Panel shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel.

#### **6.4 Arbitration**

If the Grievance Panel is unable to reach a majority decision, either party, within ten (10) working days, may notify the other party in writing of ~~its~~ desire to submit the difference or allegation to a single Arbitrator.

If the parties fail to agree upon a neutral Arbitrator within ten (10) working days, either party may ask the Federal Minister of Labour to appoint an Arbitrator.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any bargaining unit member affected by it.

In reaching the Arbitrator's decision, he/she shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this agreement.

The cost of the arbitration is borne equally by the Union and Company.

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## **Article 7 ~ Protection of Rights**

- 7.1** It shall not be a violation of this agreement, or cause for discipline, or discharge of any employee or owner operator in the performance of his/her duties to refuse to cross a picket line recognized by the Union.
- 7.2** The Union recognizes the right of the Company to protect its business and the property of its customers.
- 7.3** Each party recognizing the rights of the other in this regard agrees that the Union will notify the Company of any strike or picket line activity and that the Company will notify the Union if, in their opinion, such strike or picket line is illegal or is unduly prejudicial to the interests of the Company, Owner Operators, employees or the Union.

In such cases, a meeting will be held in order to mutually agree on a policy. In the event that the Company and the Union cannot agree, each party reserves the right to take whatever action it deems necessary and appropriate.

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## **Article 8 ~ Safety, Sanitation and Health**

### **8.1 Sanitary Conditions**

The Company will provide sanitary conditions consistent with standard industrial practices.

The bargaining unit members agree that they will cooperate with the Company to the fullest extent in the maintenance of safety appliances, sanitary and health conditions.

### **8.2 First Aid Supplies**

The Company shall provide first aid provisions in accordance with the Canada Labour Code, Part II.

### **8.3 Safety Boots**

If the Company requires the full time employees to wear safety boots, the Company shall provide once each calendar year, a safety boot allowance of \$100.00.

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## **Article 9~ Clothing**

9.1 The Company will provide each owner operator and company driver with two shirts, one jacket, and a hat.

The owner operators and company drivers must wear the clothing provided by the Company while on Company time. The Company logo must be visible.

The owner operators and company drivers must wear black pants or shorts.

If the owner operator or employee terminates his/her contract/employment prior to three (3) months, the cost incurred by the Company to purchase the clothing will be paid back to the Company.

## **Article 10- Severability**

10.1 The parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

10.2 The parties agree that in the event that any provision, clause or paragraph herein is held or enforcement of or compliance with what has been restrained, the parties will enter into collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for the provision, clause or paragraph during the period of invalidity or restraint.

## **Article 11 ~ Acquisitions and Mergers**

11.1 In the event Tiger Courier Inc. purchases a business or any part thereof and intermingles the operation, the employees or Owner Operators of which are covered by a collective agreement with a Local Union of the International Brotherhood of Teamsters, the seniority of such employees or Owner Operators shall be discussed between the Union and the Company.

## **Article 12 ~ Successor Rights and Obligations**

12.1 The provisions of Part 1, Chapter L-2, Section 44 of the Canada Labour Code dealing with successor rights and obligations is recognized by the parties but are enforceable under the Code and not by way of arbitration.



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### **Article 13 ~ Dock Workers and City Drivers (Special Provisions)**

**13.1** Employee's special provisions as per Appendix "A" are hereby confirmed and shall be deemed to **be part** of this Agreement.

### **Article 14 ~ Independent Contractor Agreement**

**14.1** Independent Contractor Agreement as per Appendix "B" are hereby confirmed and shall each be deemed to be part of this Agreement with respect to the signatory Owner Operator, subject to amendments in writing agreed between the Owner Operator, the Union and the Company.

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**Article 15 ~ Duration of Agreement**

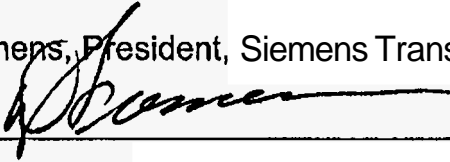
**15.1** During the term of this Agreement, the Union agrees that there shall be no strikes, sit downs, work stoppages, suspension of work, or slow down or interruptions of the Company operations, either complete or partial, for any reason, by the bargaining unit members.

During the term of this Agreement, the Company agrees there will be no lockouts.

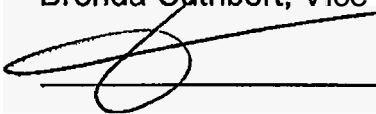
**15.2** This agreement shall be for the period from and including date of ratification (November 25, 2008 to and including June 30, 2011 and thereafter from year to year, but either party may within four (4) months prior to the expiry date of the said agreement, give written notice, to the other party of said agreement to terminate the said agreement or to negotiate revision thereof.

**Signed on behalf of Tiger Courier Inc.**

Doug Siemens, President, Siemens Transportation Group



Brenda Cuthbert, Vice President of Human Resources, Siemens Transportation Group

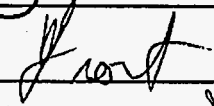


**Signed on behalf of Western Canada Council of Teamsters**

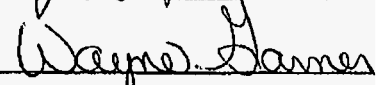
Alan Porter, President, Teamsters Local 362:



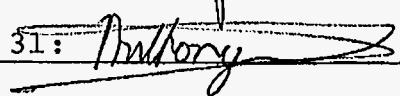
David Frost, Business Agent, Teamsters Local 362:



Wayne Garner, Business Agent, Teamsters Local 362:



Anthony Kirk, Business Agent, Teamsters Local 31:



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**APPENDIX "A"**  
**DOCK WORKERS AND CITY DRIVERS**  
**SPECIAL PROVISIONS**

**1.1 Definitions**

- 1.1 "Employee" means dock workers and city drivers and the parties consider their relationship to be that of Employer/Employee.
- 1.2 "Part Time Employees" are employees who work less than twenty-five (25) hours per week, except in extenuating circumstances.
- 1.3 "Probationary Employee" means a newly hired employee with less than ninety (90) calendar days with the company.

**2.0 Employee's Probationary Period**

- 2.1 The Company shall have no responsibility in respect of the employment of probationary employees, should they be laid off work or discharged during the probationary period.
- 2.2 The Company shall, in writing, inform the probationary employee of the reasons for separation.
- 2.2 Upon conclusion of the probationary period, the employee's name shall forthwith be placed on the seniority list. Effective from the first day of employment, the employee shall be entitled to all rights and privileges as provided in this agreement.

**3.0 Benefits**

**3.1 Part Time Employees**

Part time employees are not entitled to any benefits, other than those required by law.

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### **3.2 Bereavement Leave**

All employees who have been with the Company continuously for three consecutive months are entitled to be paid for bereavement leave. Employees without the necessary continuous employment are entitled to leave without pay.

The Company, upon being notified of a death in the immediate family, will grant an employee three (3) days paid bereavement leave to be taken immediately following the day the death occurred.

Pay for bereavement leave covers only scheduled working days.

In the event the funeral is held on an employee's regular work day other than the three (3) days immediately following the day of death, the Company shall grant upon request, leave, without pay, to attend the funeral.

Members of the immediate family shall include: the employee's spouse (including common-law spouse), mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, stepsons, and stepdaughters and grandparents.

### **3.3 Funeral Leave**

An employee shall be given up to one day without pay to attend the funeral of a friend or relative not mentioned in the Bereavement Leave Article.

### **3.4 Leave of Absence**

The Company may grant a leave of absence for a maximum of thirty (30) calendar days without pay and without **loss** of seniority to any employee requesting such leave for good and sufficient cause.

The leave of absence request must be in writing and must be approved in writing by the Company.

Such leaves of absence may be extended for additional periods of thirty (30) calendar days when approved in writing by the Company. The Company shall notify the Union in writing as to the extension. Seniority shall continue to accrue during such extensions.

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## 4.0 General Holidays

### 4.1 Recognized General Holidays

The following days shall be considered General Holidays:

New Years Day	Good Friday	Victoria Day
Canada Day	Civic Holiday *	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

\*One day paid holiday during the month of August subject to agreement as to the day by the Company,

### 4.2 Payment

Statutory holiday pay shall be the employee's regular day's pay and shall be paid subject to the following:

- a. Statutory holidays will be paid in accordance with this contract.
- b. Part time employees will receive their statutory holiday pay of four percent (**4%**) of their gross earnings on every pay cheque.
- c. In order to qualify for the Statutory Holiday pay, the federal code and regulations **will** apply.

### 4.3 **General** Holidays During Vacation

If a recognized holiday should fall during an employee's vacation, the employee shall receive an additional day of vacation. The additional day of vacation will **be** added to the beginning or the end of the employee's vacation **periods**. In the event the employee fails to notify the Company, the additional day shall be taken at a time agreed to between the employee and the Company.

### 4.4 **General Holiday on Regular Day Off**

When a recognized holiday falls on an employee's day off, the employee **will** be granted a day off, in lieu of such a recognized holiday, on either the last working day proceeding, or the first working day following such holiday.

The Company will designate the day to be granted as the day **in** lieu, and such day will be without pay.

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## 4.5 Part Time Employees

If part time employees work on a statutory holiday, they will receive time and one half (1 ½) for hours worked, plus stated hourly pay as per Article 4.2.

If part time employees do not work on a statutory holiday, they will be paid a normal day's pay, unless the employee is called to work and does not come or books off.

## 5.0 Vacations

### 5.1 General

Vacations can not be taken until after twelve (12) months of employment.

For full time employees, vacation days earned must be taken. The Company is entitled to schedule the vacation period where the employee fails to apply for the time. The employee will be notified at least fourteen (14) days prior to being required to take any vacation time.

### 5.2 Entitlement, Calculation, and Payment

- a) Vacation pay is calculated on a percentage of the last employee's gross earnings from the time the employee last received his/her vacation pay.

"Gross Earnings," mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime and general holiday pay.

- b) Full Time Employees

<i>Consecutive Years of Completed Service From Date of Hire</i>	<i>Number of Paid Vacation Days (Working Days)</i>	<i>Rate Vacation Pay Accumulated in Percentage of Gross Earnings</i>
New Hire	0	4%
After 1 Completed Year	10	4%
After 2 Completed Years	10	4%
After 3 Completed Years	10	6%
After 4 Completed Years (starting the 5 <sup>th</sup> year)	15	6%

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Vacation pay will be paid the pay period prior to the full time employee's **first** vacation each year.

c) Part Time Employees

Vacation accrual of four percent **(4%)** to be issued on every pay cheque.

Vacation accrual of six percent **(6%)** to be issued on every pay cheque after completing four **(4)** years of service.

### **5.3 Request for Vacation**

A planned vacation for full time and part time employees will be posted by January 31 every year.

Employees shall submit requests for vacation by March 31<sup>st</sup> of each year,

The Company will post the approved vacation schedule by April 15<sup>th</sup>.

Should an employee not apply for his/her vacation, the Company has the option of establishing the vacation time for the employee. The employee shall be notified at least fourteen **(14)** days prior to being required to take any vacation period.

The following groups will be recognized when determining allocation of vacation. Within the groups, seniority will apply.

- Dock Workers
- City Drivers

## **6.0 Hours of Work**

### **6.1 Day Observed**

The day observed by the Company shall be a twenty-four **(24)** hour period from 00:01 **AM** to midnight.

### **6.2 Hours of Work**

- a) Except for seven **(7)** day continuous operations, the normal hours of work shall be eight (8) hours per day (40 hours per week). This defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week.

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Employees are entitled to two (2) consecutive days off.

- b) The Company may establish a work week consisting of four (4) ten (10) hour days.
- c) Overtime will be payable at one and a half (1½) times the standard rate of pay for all hours in excess of ten (10) hours a day.
- d) Employees working the four (4) day work week will be entitled to two (2) consecutive days off.

### 6.3 Overtime

Dock Workers and City Drivers shall receive overtime pay in the amount of time-and-one-half (1½) for hours worked in excess of eight (8) hours on any one day or forty (40) hours per week.

Employees shall not work overtime unless authorized by supervisory personnel.

### 6.4 Rest Period

- a) Employees who work less than five (5) hours shall receive one paid coffee break of fifteen (15) minutes at intervals suitably spaced by the Company.
- b) Employees not covered under Article 6.4a) shall receive two (2) paid fifteen (15) minute breaks, one in the first half, and one in the second half of such shift. Employees working the four (4) ten (10) schedule shall receive two (2) twenty (20) minute breaks in the first and second half of each shift.
- c) Employees who are working in excess of five (5) hours shall receive a thirty (30) minute unpaid lunch within ninety (90) minutes of the midpoint of the shift.

### 7.0 Jury Duty

- 7.1 Any regular full time employee who is required to perform **jury** duty or who is a subpoenaed witness on a day, which they would have worked, will be released to serve. He/she will be reimbursed by the Company for the difference between the pay received for the said jury duty and/or subpoenaed witness duty pay and the employee's regular wages.
- 7.2 in order to receive payment, he/she must give his/her supervisor prior notice that he/she has been summoned for jury duty. Further, he/she



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must furnish satisfactory evidence that he/she reported for and performed jury duty on the days for which he/she claims payment.

**7.3** It is understood that such reimbursement shall not exceed eight (**8**) hours per day and shall not exceed forty (40) hours per week.

**8.0 Seventy Five Cent Premium**

Premium of seventy five cents per hour will be paid to an employee who is formally appointed in writing to perform the duties of a supervisor excluding discipline and hiring.

The premium will be paid for each hour he/she performs these duties.

**9.0 Wage Rates**

a) Dock Workers

Dock Workers covered by this agreement shall be paid in accordance with the rate of wages set out below:

Branch	Ratification Date	July ■ 2009	July ■ 2010
Vancouver	\$15.80	\$16.50	\$17.00
<b>Alberta</b>	\$15.50	\$16.50	\$17.00

b) City Drivers

City Drivers covered by this agreement shall be paid in accordance with the rate of wages set out below:

Branch	Ratification Date	July ■ 2009	July ■ 2010
Vancouver	\$16.80	\$17.50	\$18.00
Alberta	\$16.50	\$17.50	\$18.00

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**INDEPENDENT CONTRACTOR AGREEMENT  
FOR UNIT # \_\_\_\_\_**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

**TIGER COURIER INC.**, of Saskatoon,  
Saskatchewan

(called throughout "the Company")

AND

(Full name and **address**, including postal code)

(called throughout "the Contractor")

WHEREAS the Company carries on the business of a courier, messenger and delivery service;

AND WHEREAS the Contractor wishes to provide a vehicle and driver to provide certain delivery and/or pickup services for the Company;

IN CONSIDERATION of the mutual covenants and promises hereinafter contained, the parties agree as follows:

**1. Definitions**

- 1.1 "Owner Operator" means contractors who supply their own vehicles and are recognized solely for purposes of Part 1 of the Canada Labour Code as "Dependent Contractors" of the Company and the parties consider their relationship to be that of Company/Independent Contractor and not Employer/Employee.
- 1.2 "Vehicle" means the vehicle covered by Unit # \_\_\_\_\_ as listed under Schedule "A" to this Agreement
- 1.3 "Fees" means the amount to be paid to the Contractor in consideration of the services to be provided under this Agreement, calculated in accordance with Schedule "B" attached hereto.

**2. Relationship of Parties**

For the purpose of **this** Agreement, the Contractor shall at all times be deemed to be an independent contractor and nothing herein contained shall be construed to the contrary. Except as otherwise provided herein, the Contractor shall in all respects be responsible exclusively for the cost and control of their agents, servants, employees and equipment to provide the services under this Agreement.

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### 3. Services

- 3.1 The Contractor agrees to furnish the Company such units covered by this Agreement and to the accepted standards of Transport Canada regulations, together with driver(s) who are acceptable to the standards of qualifications, including medical fitness, required in the jurisdiction under which this Agreement operates, who will carry out their duties safely, courteously, willingly, and according to the law, and the rules and regulations of the Company, as may be issued and amended from time to time.
- 3.2 The Contractor shall be solely responsible for the direction and control of their employee(s), (in accordance with the policies, regulations, and direction of the Company) with such exclusive contractor rights to include but not be limited to the hiring, firing, supervising, setting wages, hours and working conditions, paying and adjusting employee grievances, withholding and paying assessments for Income Tax, Canada Pension, Employment Insurance, and any other statutory deductions required by law
- 3.3 The Contractor agrees that their vehicle must be available for dispatch at any time, unless otherwise coordinated with the Company, and the Contractor agrees to not furnish the vehicle listed in Schedule "A" to any other motor carrier or person during the term of this Agreement if such will interfere with the services provided in this contract, and shall not solicit any cargo or freight if such will interfere with the services provided without the express authority given by the Company to the Contractor.
- 3.4 The Contractor further agrees that if the Company advises the Contractor that a driver will no longer be permitted to operate the equipment (including the named Contractor if the same is an individual), that driver will be removed from the operation of the equipment from the date of notice, and a qualified driver will be provided with the equipment contracted in this Agreement.
- 3.5 The parties agree that the above clauses shall not require the Contractor to terminate any person employed by the Contractor, so long as the vehicle described in this Agreement is not operated by such employee of the Contractor after notification by the Company that the driver is not qualified to operate the equipment covered by this agreement.
- 3.6 The Contractor agrees to supply auxiliary equipment (i.e. straps, hand trucks, wheelers) required by law or the Company and as may be amended from time to time in order to carry out the duties of this Agreement.
- 3.7 The Contractor agrees that it will not divulge, publish or otherwise reveal, directly or indirectly, any knowledge or information, facts or trade secrets learned during the term of this Agreement or any renewal thereof as a result of information obtained while performing services for the Company. The parties agree that the Contractor shall retain all knowledge obtained on the Company in a fiduciary capacity and shall not disclose to any competition or anyone who **may** pass the information to a competitor of the Company.

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- 3.8 The Contractor shall obtain delivery signatures as required by the Company on any waybill or scanner as proof of delivery. A substitute delivery bill receipt must be signed by the customer if no waybill or scanner is available.
  - 3.9 The Contractor agrees to submit to the Company, at the end of each business day, a summary of the day's transactions, which may be recorded on a scanner, and provide all waybills, cash, cheques, money orders and any other forms of payment received on behalf of the Company. This will serve as the Contractor's invoice for services rendered.
  - 3.10 The Contractor agrees to pick up and deliver every shipment assigned by the Company to the Contractor and account for any lost, stolen, misplaced, damaged or destroyed goods while in the control of the Contractor.
  - 3.11 The Contractor agrees to notify dispatch immediately regarding any undelivered shipment.
  - 3.12 The Contractor shall retain a valid Dangerous Goods Certificate.
  - 3.13 The Contractor will pay any fine, assessment or penalty resulting from the breach of any law while operating the vehicle covered by this Agreement.

#### **4. Fees**

- 4.1 The Company shall pay the Contractor the fees set out in Schedule "B" attached hereto and forming part of this Agreement.
- 4.2 The Company shall provide the Contractor with an itemized statement outlining the applicable rates on each payday.

#### **5. Costs, Expenses, Premiums, Fees, Fines, Taxes**

- 5.1 The Contractor agrees to pay all costs associated with the supply of the services under this Agreement, including all payments required by federal and provincial law to be made by an employer, including income tax, workers' compensation, unemployment insurance, Canada Pension, and holiday pay, for all employees employed by the Contractor to carry out the provisions of this Agreement.
- 5.2 Notwithstanding 5.1 above, if the Contractor fails to pay for any costs, expenses, premiums, fees, fines, and taxes relating to the performance of the Contractor, and the Company is required or does in its absolute discretion pay any of the costs, expenses, premiums, fees, fines and taxes on behalf of the Contractor, the Contractor agrees that the Company may deduct any monies so expended from any amounts due and owing to the Contractor.

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## 6. Trustee

- 6.1 If the Contractor collects any monies on behalf of the Company, the Contractor shall hold such monies as trustee and shall give the Company a proper accounting of and remit to the Company such monies received upon completion of the day.
- 6.2 The Contractor agrees to indemnify and save harmless the Company of and from all money paid by reason of the failure of the Contractor to make such proper accounting and remittance, as the Company shall deem necessary.

## 7. Insurance and Licenses

- 7.1 Subject to applicable law, the Contractor shall, at their own expense, if required, duly licence and keep licenced the vehicle with the relevant federal and provincial departments of transportation or any other governmental authority requiring registration of the Vehicle.
- 7.2 The Contractor shall, without cost or expense to the Company, continue to carry or cause to be carried public liability insurance and property damage insurance (exclusive of any manufacturer's product liability insurance) with respect to the Vehicle:
- a) motor vehicle public third liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars on the vehicle utilized by the Contractor in providing services to the Company under this Agreement, and all statutory motor vehicle liability insurance required under applicable laws or regulations;
  - b) this policy shall contain an endorsement specifically including any contractual liability on the part of the Independent Contractor Agreement agreed to in this Agreement.
- 7.3 The Contractor agrees to submit a driver's abstract for every driver operating the vehicle to the Company before such driver is allowed to drive and agrees to provide authorization to the Company to request their driver's abstract.
- 7.4 The Contractor further agrees to provide a copy of their insurance policy provided in 7.2.

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## 8. Workers' Compensation

- 8.1 The Contractor, where applicable, shall obtain coverage under the Workers' Compensation legislation of their Province, on their own behalf and on behalf of any of the Contractor's employees.
- 8.2 The Contractor further agrees to pay the premiums and provide the Company with evidence of coverage. The Contractor shall provide evidence of coverage immediately following the signing of this Agreement.
- 8.3 The Contractor shall at all times pay, or cause to **be** paid, any assessment or contribution required to be paid pursuant to **The Worker's Compensation Act** or like legislation of each Province in which the services are performed. Upon failure to do so, the Company, in addition to any other rights reserved to it under this Agreement or at law, may retain the amount of such assessment or contribution from any payment then due or to become due to the Contractor under this Agreement and remit same on The Contractor's behalf.

## 9. Termination

- 9.1 Except as provided in paragraphs 9.3 and 9.4, this Agreement may be terminated or amended by either party upon twenty one (21) days' written notice to the other, such notice to be served by registered mail or delivered to the last known address of the other party, or delivered personally.

In the case of Tiger Courier Inc.:                               705 47" Street East  
Saskatoon, Saskatchewan  
S7K 5G5

In the case of the Contractor:                               To his/her address as shown on  
Page 1 of this Independent  
Contractor Agreement

The twenty one (21) day period shall commence from the date of posting or delivery as the case may be. Either party to this Contract may change its address for notice by giving written notice of such change to the other party.

- 9.2 Upon twenty one (21) days' notice of intent to terminate this Agreement being provided by the Company or the Contractor on the grounds as set out in paragraph 9.1, the Company reserves the right to require the Contractor to continue to provide service during the notice period of twenty one (21) calendar days unless mutually agreed by the parties.
- 9.3 Should the Contractor, at any time during the continuance of this Agreement, fail to provide a vehicle and driver to pick up any packages directed by the Company or otherwise breach the terms of this Agreement, or if the Company breaches any terms of this Agreement, the Agreement, at the option of the party not in breach, may **be** cancelled for cause. In such circumstances, the party not in breach must indicate to the other in writing the reason for the cancellation for cause.

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9.4 Notwithstanding 9.3 above, the Company shall have the right to terminate this Agreement for cause, if any of the following exists:

- a) failure to provide a vehicle covered by this Agreement with driver for a period in excess of one (1) day unless reasonable circumstances exist in **the** eyes of the Company to exonerate the Contractor.
- b) unsatisfactory performance of the duties leading to customer complaints, unless the Contractor immediately upon notification of customer complaints provides a suitable driver to operate the vehicle if such complaint is against the driver, or immediately corrects the problem after notification of the problem to the Contractor;
- c) any person working for the Contractor conducts themselves in **a** manner that jeopardizes the accounts for which the goods are to be delivered.

9.5 Upon the termination of this Agreement by either party, the Contractor hereby agrees to return to the Company all materials provided to the Contractor by the Company.

## **10. Accidents**

10.1 Immediately upon becoming involved in a motor vehicle accident or becoming aware of any potential claim related to the services to be provided pursuant to this Agreement, the Contractor shall report the accident or potential claim to the Company.

## **11. Acceptance of Packages, Parcels or Other Materials**

11.1 The Contractor, after advising dispatch, may refuse to accept for pick up any shipment, which is reasonably deemed to be unfit or unsafe for pick up.

11.2 Any shipment accepted by the Contractor shall be deemed to be in good and non-defective condition, except as noted in writing on the bill of lading by the Contractor at the time of the acceptance.

11.3 The Contractor must deliver all shipments to the respective consignee in the same condition as picked up by that Contractor from the Company's Branch, or the Contractor shall be liable for any deficiencies in or damages to the shipments.

11.4 The Contractor must deliver all shipments to the Company's Branch in the same condition as picked up by that Contractor from the consignee, **or** the Contractor shall be liable for any deficiencies in or damages to the shipments.

11.5 The Company may deduct from remuneration due and owing **to** the Contractor an amount equal to the amount of such deficiency or damage as reasonably determined by the Company.

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## **12. Assignment**

**12.1** The Contractor, during the term or any renewal thereof shall not assign this Agreement without the written consent of the Company, which consent will not be unreasonably withheld, and further provided that the assignee will accept the terms of this Agreement as binding,

## **13. Successors and Assigns**

**13.1** The Agreement shall be binding upon the parties hereto and shall ensure to the benefit of the Company's successors and assigns and the Contractor's successors and assigns subject to **12.1**.

## **14. Severability**

**14.1** The parties agree that in the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a Court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.

## **15. Notice**

**15.1** Except as otherwise provided for, all notice authorized or required to be given pursuant to this Agreement **shall** be in writing.

**15.2** Any such notice shall be deemed to have been given and received, if delivered, on the day on which it was delivered and, if mailed, on the day of receipt and, if sent by facsimile, on the first business day following the date such notice was dispatched.

**15.3** A party may change its address for the receipt of notices at any time by giving notice thereof to the other party.



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## 16. Indemnification

16.1 The Contractor undertakes and agrees to defend and indemnify the Company and hold the Company harmless, at the Contractor's **sole** expense, from and against all claims, demands, suits, losses, costs, damages, and expenses that the Company may sustain or incur by reason of:

- a) Any breach of this Agreement by the Contractor, any Contractor's employees or any persons for whom the Contractor is at law responsible;
- b) The acts or omissions of the Contractor, Contractor's employees or any persons for whom the Contractor is at law responsible in performing the services or otherwise carrying on the Contractor's delivery business, including any damage to any and all persons or property, whether deliberate, accidental or through negligence, and all tickets, fines or penalties;
- c) Any claim or finding that the Contractor, any of the Contractor's employees or persons for whom the Contractor is at law responsible are employees of, or are in any employment relationship with the Company or entitled to any employment benefits of any kind; or
- d) Any liability on the part of the Company, under the **Income Tax Act (Canada)** or any other statute (including without limitation, any employment benefits statute), to make contributions, withhold or remit any monies or make any deductions from payments or to pay any related interest or penalties, by virtue of any of the following being considered to be an employee of the Company from the Contractor, Contractor's employees or others for whom the Contractor is at law responsible in connection with the performance of the services or otherwise in connection with the Contractor's delivery business.

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**17. Entire Agreement**

- 17.1 This Agreement and the Schedules attached hereto as amended from time to time set forth the entire agreement between the Contractor, the Union, and the Company in respect of the services to be provided hereunder.
- 17.2 This Agreement supersedes all prior agreements between the parties hereto.
- 17.3 The Union shall be supplied with a signed copy of each Contractor's contract.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto dates this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED, SEALED, AND DELIVERED  
In the presence of:

TIGER COURIER INC.

\_\_\_\_\_  
(Witness)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Contractor's Signature)

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## Schedule "A"

### Vehicle and Operating Equipment Specifications

1. The Contractor shall provide a vehicle, owned or leased by the Contractor, which shall be of a type acceptable to Tiger Courier Inc., at the disposition of Tiger Courier Inc. for the purpose of delivery and/or pickup of parcels, letters and materials; and, in addition, to maintain and enhance the goodwill of Tiger Courier Inc. by all appropriate means.
2. In the event a change of any equipment is required to meet the needs of a route, discussions will be held with the Contractor prior to the change.
3. The Contractor shall provide to Tiger Courier Inc. the following vehicle information:

Year Make/Model	Proof of License Registration Serial Number	Colour
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4. Vehicles must be white in colour.
5. The Contractor is responsible for and shall at his/her own expense maintain and keep the vehicle in good, clean and safe working condition in conformity with the laws of all jurisdictions in which the vehicle is used.

The Contractor shall allow Tiger Courier Inc. to inspect the equipment to ensure compliance with its rules and regulations and with the laws of the applicable jurisdictions.

6. The Contractor shall decal the vehicle in accordance with the instructions of Tiger Courier Inc. The Company shall provide the decals and will pay \$50.00 towards the installation costs of the decals.

Upon termination of this Agreement, the Contractor shall forthwith remove all Tiger Courier Inc. decals.

7. The Contractor, after having reported to work, is responsible for making backup arrangements for a satisfactory replacement vehicle in the event of vehicle breakdown or accident, as soon as possible or before the next business day.

The Company will cover the run the day of the vehicle breakdown or accident.

8. The Contractor shall be responsible to ensure that they carry all supplies (such as Tiger envelopes, paks, waybills, etc.) in their vehicle as required and supplied by the Company.
9. Contractors must make payment arrangements with the Branch Manager if they intend on using the available electrical outlets.

Vehicles left on Company property are left at the Contractor's own risk.

10. Contractors may post the Teamsters Union Label in a conspicuous place in the cab of their vehicle provided the label does not exceed three inches by four inches ( 3 x 4") and does not obstruct vision.

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## Schedule "B"

### Independent Contractor Pay Schedule ALBERTA/BRITISH COLUMBIA

#### I - Rates

Item/Weight	Ratification	July 1, 2009	July 1, 2010	Rate
Envelope	\$1.71	\$1.78	\$1.83	\$0.65 for each additional envelope
Tiger Pak	\$1.71	\$1.78	\$1.83	\$0.65 for each additional Tiger Pak
0 - 5 lbs.	\$2.00	\$2.08	\$2.14	\$0.75 for each additional
6 - 10 lbs.	\$2.17	\$2.26	\$2.33	\$0.75 for each additional
11 - 25 lbs.	\$2.51	\$2.61	\$2.69	\$0.75 for each additional
26 - 50 lbs.	\$3.09	\$3.21	\$3.31	\$0.75 for each additional
51 - 75 lbs.	\$3.77	\$3.92	\$4.04	\$0.75 for each additional
76 -100 lbs.	\$4.60	\$4.78	\$4.92	\$0.75 for each additional
101 -150 lbs.	\$5.15	\$5.36	\$5.52	\$0.75 for each additional
151 -200 lbs.	\$5.81	\$6.04	\$6.22	\$0.75 for each additional
201 lbs. & over	\$0.029 per lb.	\$0.030 per lb.	\$0.031 per lb.	

The above rates include the loading and the assistance of unloading of the Contractor's freight.

When the term "assist" appears in reference to loading and unloading of the contractor's freight, "assist" shall be defined as follows:

The Independent Contractor shall be responsible for manifesting and loading of all freight from the loading dock apron, roller line or carts on to their vehicle.

The Independent Contractor shall be responsible for unloading all freight from their vehicle on to the loading dock apron, roller line or carts as directed by the company.

#### 2. Communication Devices – Paid by the Company

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### 3. Fuel Surcharge Formula- ALBERTA

Daily Contractor Fuel Surcharge =  $\frac{\text{Company Posted FSC}}{1.75} \times \text{Contractor Daily Revenue}$

i.e.  $\frac{4\%}{1.75} = 2.28\% \times \$225 = \$5.13/\text{day}$

### Fuel Surcharge Formula – BRITISH COLUMBIA

Daily Contractor Fuel Surcharge =  $\frac{\text{Company Posted FSC}}{1.75} \times \text{Contractor Daily Revenue}$

OR \$150.00 which ever is higher (at ratification)

Daily Contractor Fuel Surcharge =  $\frac{\text{Company Posted FSC}}{1.75} \times \text{Contractor Daily Revenue}$

OR \$156.00 which ever is higher (effective July 1, 2009)

Daily Contractor Fuel Surcharge =  $\frac{\text{Company Posted FSC}}{1.75} \times \text{Contractor Daily Revenue}$

OR \$161.00 which ever is higher (effective July 1, 2010)

### 4. Residential Deliveries - \$5.00

### 5. Second Deliveries- \$4.00

### 6. Guarantee

The Company shall provide a gross monthly guarantee, excluding the fuel surcharge, based on the following formula:

- number of working days per month x \$231.00 – effective ratification
- number of working days per month x \$238.00 – July 1, 2009

The Contractor or his/her replacement driver **must** work the entire month to **be** eligible for the guarantee.

The Company reserves the right to change/modify the contractor's areas to ensure productivity and customer service.

Valley Rate (East of 200<sup>th</sup> Street, 20 mile radius of Annacis Island)

- \$5250.00 - effective ratification
- \$5407 – July 1, 2009

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## 7. "No Show"

Contractors who fail to provide a vehicle on a daily basis as per the contract will be charged \$231.00 per day. (\$238.00 effective July 1, 2009)

At the sole discretion of the Company, the \$231.00 may be waived or reduced due to extenuating circumstances (IE: bereavement leave).

## 8. Bereavement Leave

The Company, upon being notified of a death in the immediate family, **will** grant the Contractor a one day exemption from the "No Show" clause. (\$231.00 at ratification and \$238.00 effective July 1, 2009)

The one **day** must be taken between the day of the death and the date of the funeral.

Members of the immediate family shall include: the employee's spouse (including common-law spouse), mother, father, son, daughter, sister, brother, mother-in-law, father-in-law, stepsons, stepdaughters and grandparents.

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## LETTER OF UNDERSTANDING

The Company agrees to meet with the Independent Contractors twice per year to discuss operational **issues**.

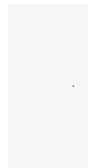
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## LETTER OF UNDERSTANDING

The Company agrees to a lump sum payment of \$250.00 for each Independent Contractor who is on contract with the Company at date of ratification.

The Company agrees to a lump sum payment of \$250.00 for each hourly employee who is employed with the Company at date of ratification.

The lump sum payment shall be paid on the December 15, 2008 pay.





## LETTER OF UNDERSTANDING

Current Vancouver Independent Contractors may choose either the Vancouver tariff OR the Alberta/British Columbia tariff on ratification date.

The Alberta/British Columbia tariff **will** apply to all Independent Contractors contracted after the ratification date.

Through out the period of this contract, the Vancouver Independent Contractors (contracted at date of ratification) may switch from the Vancouver tariff to the Alberta/British Columbia tariff on 21 days notice. The Independent Contractors on the Alberta/British Columbia tariff must remain on this tariff permanently.

The Vancouver tariff has no revenue guarantee.

The Vancouver tariff **will** be eliminated effective **June 30, 2011**.

Upon ratification, the tariffs will be implemented on December 1, 2008.

### Vancouver

Item/Weight	Ratification	Additional	July 1/09	Additional	July 1/10	Additional
Envelope	2.72	\$0.65	2.72	\$0.65	2.72	\$0.65
Tiger Pak	2.72	\$0.65	2.72	\$0.65	2.72	\$0.65
0 - 5 lbs.	3.61	\$0.65	3.65	\$0.65	3.69	\$0.65
6 - 10 lbs.	3.77	\$0.65	3.81	\$0.65	3.85	\$0.65
11 - 25 lbs.	3.94	\$0.65	3.98	\$0.65	4.02	\$0.65
26 - 50 lbs.	4.55	\$0.65	4.60	\$0.65	4.65	\$0.65
51 - 75 lbs.	5.27	\$0.65	5.32	\$0.65	5.37	\$0.65
76 - 100 lbs.	5.76	\$0.65	5.82	\$0.65	5.88	\$0.65
101 - 150 lbs.	6.34	\$0.65	6.40	\$0.65	6.46	\$0.65
151 - 200 lbs.	6.93	\$0.65	7.00	\$0.65	7.07	\$0.65
201 lbs. & over	0.029	\$0.65	0.029	\$0.65	0.029	\$0.65