

THIS AGREEMENT MADE AS OF THE 8th day of April 2004.

BETWEEN:

INTELCOM COURRIER CANADA INC.
(hereinafter called "the Company")

OF THE FIRST PART

- and -

THE CANADA COUNCIL OF TEAMSTERS ,
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Company recognizes the Union as the bargaining agent with respect to remuneration and other specified terms and conditions of engagement as outlined herein, of Owner Operators contracted by Intelcom Courier Canada Inc. working in and out of said depot.

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to continue an orderly collective bargaining relationship between the Company and the Owner Operators represented by the Union.

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ARTICLE 2 - DEFINITIONS

- 2.01 "Owner ~~Operators~~" means independent contractors who are commissioned drivers and own their own vehicles and/or bicycle.
- 2.02 "Union Representative" shall mean an Owner Operator of the Company duly accredited as such by the Union.
- 2.03 "Company Representative" shall mean a person designated as such by the Company for the purposes required under this Agreement.
- 2.04 "Agreement" means the Collective Agreement herein except as otherwise specifically specified.
- 2.05 "Sample Agreement" means Individual Agreement attached hereto as Exhibit "A".

ARTICLE 3 - RECOGNITION

- 3.01 The Company recognizes the Union as the bargaining agent with respect to remuneration and other specified terms and conditions of engagement as outlined herein, of Owner Operators contracted by Intelcom Courier Canada Inc. working in and out of Montreal, Quebec, Ottawa, Toronto and Calgary depots.
- 3.02 The Company shall not after the actual execution of this Agreement enter into any contract with any Owner Operator engaged after the actual date of signing hereof other than the Sample Agreement except with the written approval of the Union. Provided, however, that the Company may enter into a contract with a new Owner Operator engaged after the actual date of signing hereof on different terms from the Sample Agreement if the nature of the services required by the customer whom such Owner Operator is intended to service is materially different from the normal services usually provided by an Owner Operator. In such circumstances the Union is to be given twenty-four (24) hours written notice providing particulars of such customers' and drivers contracts (excluding Saturday and Sunday from such time calculation). The Union shall within said time give its written approval or disapproval same not to be unreasonably withheld; and further provided that if it is not timely or practical to obtain the written consent of the Union then no notice shall be required to be given as above set forth but the Company shall nevertheless within forty-eight (48) hours of entering into such customer and drivers' contracts provide written particulars thereof to the Union and the right of grievance with respect thereto shall be preserved.
- 3.03 It is understood that every Owner Operator engaged by the Company as a condition of his engagement is obliged to enter into the Sample Agreement annexed hereto and marked as Exhibit "A" (the terms of which may be varied as otherwise permitted or required pursuant to the terms of this Agreement and all amendments thereto). This Sample Agreement shall in the event of the expiry of this collective agreement have incorporated in it all terms of this collective agreement except the duration clause and Article 6 until a renewal collective agreement comes into effect.

ARTICLE 4 - RELATIONSHIP

4.01 Neither the Union nor the Company, its servants or agents, shall discriminate **against**, interfere with, restrict or **coerce** any Owner Operator or prospective Owner Operator in **respect** of any matters **coming** within the **terms of this Agreement** by reason of race, age, *creed*, colour, **national origin**, political or religious affiliation, **sex**, marital **status** (i.e. whether single or **married**) or by reason of his membership or activity in the Union.

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

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

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

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

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

The **Owner-Operator** agrees that, irrespective of any right **the** Company may have to claim for **damages** hereunder, the Company shall also have the right to apply for an injunction if the Owner-operator is in breach of either of the **Paragraphs** herein, and further that the remedy **of** damages and the remedy of any injunction shall not be mutually exclusive.

ARTICLE 5 - DUES AND FEES

- 5.01 If shall be a condition of each **Owner Operator's** engagement by the Company that he be a member in **good standing** of the Union.
- 5.02 In consideration of the Union dues being required to be deducted by the Company from the **commissions**, wages or salaries **as** the case may be due to the Owner Operators, the Company **shall** deduct the Union dues of the Union, commencing with the **first** month of engagement **of** an Owner Operator, in **accordance** with the written **instructions** of the Union from time **to** time, and remit same to the Union **as authorized**.
- 5.03 If the Company is the owner of a vehicle, and that **driver shall** be a salaried employee, he/she shall not **be** part of the Union.
- 5.04 Payments to be **remitted** by the Company for monthly dues applicable to any **earning periods** shall be made to the Union by **the** 23rd day of the month following such **earning** periods.
- 5.05 The Company **shall deduct** dues from **Owner Operators' earnings** in accordance with the provisions of the Labour Relations Act, **as** amended. The Union **shall** provide the Company with **written** authority from each Owner Operator affected, **to deduct any** additional **amounts**. The funds deducted **are** ~~trust funds~~ held by the Company in ~~trust~~ for the Union and **shall** be paid to the Union.

ARTICLE 6 - NO STRIKE OR LOCK-OUT

6.01

For the duration of *this* Agreement, the Union agrees that there will be no strike and if such action is taken by the Owner Operators, the Officers of the Union shall instruct the Owner Operators to return to service. The Company agrees that there will be no lockout of Owner Operators during the duration of the Agreement.

**ARTICLE 7 - COMPANY RIGHTS AS RESPECT
TO OWNER OPERATORS**

- 7.01** The Company's rights in *respect of* a presently engaged Owner Operator shall be those **rights** expressly set **forth** in this Agreement and in the Sample Agreement (**as** it may be amended pursuant to the Collective Agreement).
- 7.02** Except **as** it is specifically limited by the **terms of** this Agreement, the Company **has** the **right, power** and authority **to** enter **into** any contract with customers present or future, **as** it **sees** fit from **time** to time.
- 7.03** Except **as** specifically limited by the provisions **of** this Agreement, the Company **at** all times shall have the right to engage and for "Just Cause" to suspend, discharge, discipline, or otherwise penalize any h e r Operator. "Just Cause" **shall** be that **as** defined pursuant to Article **11.01 hereof**.

ARTICLE 8 - GRIEVANCES

- 8.01 The Company **recognizes** the right of the **Union** to appoint or otherwise elect stewards for the handling of grievances, disputes or differences ~~that~~ may arise.
- 8.02 The **parties** to **this** Agreement **are agreed** ~~that~~ it is desirable to adjust complaints and grievances **as quickly as possible**.
- 8.03 **No** grievance *shall* be considered where the circumstances **giving rise** to it **occurred** more than ten days before the presentation of the grievance **unless** said circumstances did not come to the knowledge of the complainant until after the occurrence in which **case** the specified time limit herein ~~shall not~~ **start to run until** the **said** circumstances first came to the knowledge of the complainant. The **onus** of strictly proving when the circumstances first came to **his** knowledge shall be on the complainant.
- 8.04 The Company will recognize a Grievance Committee of the **Union** consisting of not more than three **Union** Representatives, one of whom ~~shall~~ be the spokesman for such **Committee**.
- 8.05-1 Owner Operator grievances arising under **this** Agreement shall be determined **as follows**:

Step No. 1

The aggrieved Owner Operator, or on his behalf, the **Union** Representative, or any steward, shall present **his** grievance orally or in writing or by phone call to the **Operations Manager** or **his** nominee. If a settlement satisfactory to the Owner Operator concerned is not reached within twenty-four (**24**) hours, excluding Saturday, Sunday, or statutory holidays, after the grievance has been presented (or any longer period which may be mutually **agreed** upon), the grievance may be presented to the **Union** Grievance Committee **as** provided in Step **No. 2** any time within seven (**7**) working days thereafter. Subject to Article 8.07 herein, if not **so** presented within said seven (**7**) days it shall be deemed ~~that~~ any **rights** arising in respect of such alleged grievances are forever extinguished.

Step No. 2

- a) The aggrieved Owner Operator, or **on his behalf**, the **Union Representative**, or any steward, **shall submit his** grievance in writing to the Union Grievance Committee.
- b) The **Union Grievance Committee** may present the written grievance to the Branch Manager or **his** nominee within seven (7) working days of its submission to the Union Grievance Committee and after presented the Branch ~~Manager~~ or **his nominee shall** endeavor to settle the matter. Subject to Article 8.07 herein, if not **so** presented within said seven (7) days it **shall** be deemed that any **rights arising** in respect to such alleged grievances **are** forever extinguished.
- c) If final settlement of the grievance **so** presented is **not** achieved within seven (7) working days after the written grievance **has been** delivered to the Branch Manager or his **nominee**, the grievance may be referred by either ~~party~~ to a Board of **Arbitration** to be established **in** accordance with Article 9 herein, within seven (7) working days following the expiry of such seven (7) day period. Subject to Article 8.07 **herein**, if not **so** referred within **said** seven (7) days it shall be deemed **that** any **rights arising** in respect of such alleged grievances are forever extinguished.

8.05-2 Grievances by the Company **arising** under paragraph 13.01 of the Agreement shall be determined **as** follows:

Step No. 1

The Company shall submit its grievance in **writing** to the **Union Grievance Committee**. The Company Representative and the **Union Grievance Committee shall** endeavour to settle the matter within seven (7) days following such submission.

Step No. 2

If final settlement of the grievance ~~so~~ presented is not achieved within seven (7) working days after written grievance ~~has~~ been delivered by the Company Representative or ~~his~~ nominee, the grievance ~~may~~ be referred by either ~~party~~ to a ~~Board~~ of Arbitration to be established in ~~accordance~~ with Article 10 herein, ~~within~~ seven (7) working days ~~following~~ the expiry of such seven (7) day period. Subject to Article 8.07 herein, if not ~~so~~ referred within said seven (7) days, it ~~shall~~ be deemed ~~that~~ any ~~rights~~ arising in ~~respect~~ to such alleged grievances ~~are~~ forever extinguished.

- 8.06 Any ~~Owner Operator who~~ has been discharged may grieve concerning the discharge under the grievance procedure ~~set~~ out in ~~this~~ Agreement.
- 8.07 The Arbitration Board hereunder is hereby empowered to relieve against breaches of time limits in the grievance procedure ~~when~~ there ~~are~~ reasonable ~~grounds~~ for doing ~~so~~ and when the opposite ~~party~~ will not be prejudiced by the extension.

ARTICLE 9 - ARBITRATION

- 9.01** Either of the parties may, after exhausting the grievance procedures established for them respectively by this Agreement, **notify** the other **party** in writing referring the matter for determination by arbitration. The said notice shall contain the name of the **first party's** appointee to an Arbitration Board. The parties shall then endeavour to **agree on** a single arbitrator within seven (7) **working** days thereafter, and failing such agreement, the recipient of the notice **shall** within a further seven (7) working days following the expiry of the initial seven (7) day notice **advise** the other **party** of the name of its appointee to the Arbitration Board.
- 9.02** If **no** single arbitrator is **agreed** upon the **Board** of Arbitration **shall** be composed of one (1) person appointed by the Company, one (1) **person** appointed by the Union and a third **person** to **act as Chairman**, chosen by the other two members of the Board.
- 9.03** Should the person chosen by the Company to **act on the Board**, and the **person** chosen by the Union fail to **agree on** a third person within twenty-one (**21**) working days of the said initial seven (**7**) days notice mentioned in Clause **9.01** above, or should the party in receipt of the notice pursuant to Clause **9.01** not have notified the other of the name of its appointee in accordance with Clause **9.01**, the Minister of Labour shall be **asked** to make the appointment, and where the situation requires it, shall appoint both the Chairman and an Arbitrator. The single arbitrator or the three arbitrators herein **shall** determine the difference and **his** or their decisions shall be **final** and binding upon all parties. Each party shall be responsible for the fees and expense of its **own** nominee and then one-half (**1/2**) of the fees and expense of the Chairman or of a single arbitrator and **no costs** of any arbitration shall be awarded to or against either party. The majority decision, if there **are** three (3) arbitrators, shall govern.
- 9.04** Nothing contained in **this** Agreement shall be deemed to deprive any Owner Operator of **his** right to personally negotiate and endeavour to settle any dispute with the Company prior to commencing to process any grievance.

**ARTICLE 10 - INCIDENTAL CALLS; ASSIGNMENT OF ACCOUNTS;
TRANSFER OF ACCOUNTS**

10.01

With respect to all new accounts acquired by the Company where the requirement is greater than four (4) hours, the Company shall ~~post~~ notice of the same in a conspicuous location to be ~~agreed upon~~ by the ~~Union~~ and the Company, ~~at~~ least five (5) days prior to permanent assignment of such account by the Company. Any member of the ~~Union~~ who wishes to be assigned such account ~~shall~~ submit his application in writing for such assignment to the Company within the aforementioned five (5) day period. The Company shall then assign such account ~~upon~~ a consideration of seniority, capability for the job, the vehicle required for such job, convenience, ~~training~~ for such job, availability and ~~assurance~~ of competitiveness and efficiency ~~all~~ of which stand in ~~no~~ priority to the other and shall not ~~hinder~~ the unlimited discretion of the Company to such account. In the event of the Company transferring a member from one account to another and thereby ~~creating~~ a new job opening the Company ~~shall~~ observe the above outlined procedures for the purposes ~~of~~ assignment of such job. In the further event of the Company requiring ~~a~~ job opening or account assignment to be filled immediately the Company shall be ~~at~~ liberty to assign such job or account on an emergency and temporary basis until such time ~~as~~ the above procedure ~~can~~ be observed ~~and~~ the job or account can be assigned ~~on a~~ permanent basis.

10.02 With respect to trucks over one ton, once an account has **been** assigned to an **Owner** Operator and he regularly services that account the Company shall not unilaterally transfer such account to another Owner Operator without "Just Cause". The Company and the Owner Operator **agree** ~~that~~ for the purposes of this clause any one of the occurrences such **as**, but not limited to, the following shall constitute "Just Cause", namely:

- a) the customer requests that the Owner Operator be replaced;
- b) it is evident that the account will probably be lost to the Company should the Owner operator not cease *servicing* the same;
- c) ~~that~~ a complaint of a serious **nature** is received from a customer and the Owner Operator **fails** to promptly rectify the complaint and do **all things** reasonably necessary to ensure ~~that~~ there will be **no** re-occurrences of such complaint.

The Company shall bear the **onus** of proving any such occurrence.

Proviso: If the Company **has** transferred **an** account after a customer has **requested** the same pursuant to Clause 10.02(a) herein, the Company shall give written notice of the said transfer to the **Union** within twenty-four **(24)** hours excluding Saturday, Sunday and **statutory** holidays of such transfer.

10.03 With respect to calls for service the Owner Operators **and** the Company **agree** and acknowledge that incidental calls for service **are** to be handed out by the Company to the individual Owner Operators in a manner that **assures** competitiveness and efficiency **as** delivery orders **are** placed and accepted without any favouritism or preference **on** the part **of** the Company but subject to the Company first considering the individual Owner Operator's availability and route. Provided, however, ~~that~~ in the event of a dispute **between** the Company and the Owner Operator, the same shall be subject to grievance.

10.04 The Owner Operator shall have ~~at~~ all times the right to ~~ask~~ the Company to transfer an ~~account~~ or accounts from him for "Just Cause" which the Company will do if possible, and if another Owner Operator is willing to accept the business. The holder of such an account ~~agrees to keep~~ it until such change ~~can~~ be made.

10.05 With respect to any of the Company's customers, it is ~~often~~ the case that ~~as part~~ of a larger ~~service~~ there ~~shall~~ exist business that by itself would not be profitable for the Owner Operator, but that ~~as part~~ of the larger service forms a very profitable ~~total~~ billing. Therefore, it is ~~agreed~~ by the Owner Operators and the Company that such calls will be, to the ~~best of~~ the dispatcher's ability, rotated ~~among~~ the whole pool of drivers who benefit from the account and that such calls ~~will~~ not, on a continuous basis, be assigned to one driver. The Owner Operators ~~agree~~ with the Company that such work must be done in a timely manner subject to the Company's ~~first~~ considering the individual Owner Operator's availability and route, and that the Owner Operator will accept such a delivery in a timely basis. Provided, however, that after such a delivery ~~has~~ been made, if a dispute ~~between~~ the Company and the Owner Operator exists, the same shall be subject to grievance.

ARTICLE 11 - DISCHARGE OR SUSPENSION

- 11.01 The Company and the Owner Operator *agree* that for the purposes of Article 7.03, any one of the occurrences such ~~as~~, but not limited to the **following**, constitute "Just Cause", namely:
- a) in the event that the Owner Operator fails to **perform his** services in a **satisfactory** manner or otherwise **commits** a material breach of **this** Agreement or persistently commits a breach of **this** Agreement after **warning**;
 - b) in the event that the Owner Operator conducts himself in such a manner that the retention of a customer's account which is otherwise in good standing is jeopardized or ~~that~~ such account is lost **as a** result thereof;
 - c) it is understood ~~that~~ in **this** clause "Agreement" **shall** be deemed to include the Owner **Operator's** Individual Agreement.
- 11.02 The Company, upon discharging, **suspending**, disciplining, or otherwise penalizing an Owner Operator hereunder, **shall** notify the Owner Operator in **person**, with witnesses, **followed** by a registered letter, or if the Company is unable to contact him/her, the Company **shall** within five (5) days following such suspension, discharge, discipline or **penalty**, deliver to such Owner Operator or send by registered mail to **his** last **known** address, written particulars of the circumstances allegedly justifying such suspension, discharge, discipline or **penalty**.

ARTICLE 12 - POLICY GRIEVANCES

12.01 Should any differences arise between the Company and the Union as to the interpretation, application or administration of this Agreement including any questions as to whether a matter can be arbitrated or not, either party shall have the right to refer the matter to grievance. The Union shall be required to do so by commencing with Paragraph (b) of Step No. 2 of Clause 8.05-1. The Company shall express its grievance in accordance with Step No. 1 of Clause 8.05-2.

ARTICLE 13 - MISCELLANEOUS TERMS

- 13.01 Each Owner Operator will perform delivery **services** for customers faithfully and in good and responsible manner and **within** the **rules**, which the Company may make from time to time to fulfill specific customers' **needs**.
- 13.02 The **Union shall not be** liable for any breach by an Owner Operator of any **term of this** Agreement or any undertaking **required to be entered into** by the Owner Operator pursuant to **this** Agreement unless the **Union instructs** or induces such Owner Operator to breach the Agreement.
- 13.03 Whenever the words "he", "his" or "him" **appear** herein they **shall** be construed **as** meaning male or female.
- 13.04 Where by virtue of a **contract** with a customer the terms of which **are** such that the implementation thereof would result in the breach of any one of the **terms of this** Agreement and no Owner Operator is willing to carry out such service after having been requested to do so **through** the **Union**, then regardless of any other provision of **this** agreement, the Company shall:
- a) be entitled to engage a replacement for the purpose of carrying out such **services**, and
 - b) shall be entitled in **accordance** with Article **3.02** hereof to enter into a contract with such replacement which for the purpose of providing such service, may **contain** terms different to that **as** provided for in the Sample Agreement Exhibit "A" and such replacement will not be considered part of the Dependent Contractors' **Union**.

13.05

Holidays

- a) An Owner Operator shall during his ~~first ten~~ years of service with the Company be entitled ~~annually~~ to absent himself and his vehicle from carrying out his ~~contractual~~ obligations for a ~~period~~ of up to three (3) weeks. In addition he ~~shall~~ not be required to ~~carry out~~ said ~~contractual~~ obligations on any day which is designated as a statutory and/or civic holiday except for those customers whom he regularly services and who ~~required~~ said service ~~on~~ such days.
- b) In respect to an Owner Operator with over ~~ten~~ years ~~service~~ with the Company he ~~shall~~ thereafter be entitled to absent himself and his vehicle from carrying out his contractual obligations for up to four (4) weeks. In addition he ~~shall~~ not be required to ~~carry out his~~ obligations on any day or days which ~~are~~ designated as a ~~statutory~~ and/or civic holidays except for those customers which he regularly services and who require ~~service~~ on such days. Provided, however, ~~that~~ if the Owner Operator desires to take four (4) weeks in any year he ~~shall~~ give the Company reasonable advance notice thereof and it shall be at the Company's sole discretion whether the fourth week may be taken consecutively with the other ~~three~~ (3) weeks or at some other time.
- c) The Company ~~shall~~ have the right to allocate time-off on a rotation basis.
- d) In the event that an Owner Operator ~~wishes to absent~~ himself for vacation purposes in the ~~months~~ of July and August he shall be required to put the Company on notice of the proposed date and duration of such time by the ~~first~~ day of May prior to such vacation period.

In the event that an Owner Operator wishes to absent himself at any time during the year excluding the months of July and August he ~~shall~~ be required to put the Company on notice of such proposed date and duration of such time at least one (1) month (30 days) prior to such period.

13.06 Availability

The Owner Operator ~~agrees~~ to have his driver (which may be himself) with his delivery motor vehicle and all ~~necessary~~ equipment in service at times ~~that are mutually agreed~~ on. In the event ~~that~~ an Owner Operator is requested to provide delivery service he shall be entitled to ~~refuse to carry out~~ such services except ~~as hereinafter set~~ forth. If the Company ~~requires such services~~, reasonable notice must first be given to the Owner Operator affected. In the event ~~that~~ an Owner Operator undertakes ~~to carry out~~ delivery ~~services~~ outside said regular business hours either ~~on~~ an incidental or regular basis he ~~shall~~ continue to perform ~~this service~~ until he gives reasonable notice to the Company of ~~his desire to cease~~ the same. ~~Where~~ any customer ~~requires service at~~ a time or times which ~~no~~ Owner Operator wishes to provide ~~within~~ reasonable time after notice of ~~such service~~ required by such customer has been provided to the Union by the Company, the Company shall, regardless of any other provision of ~~this~~ Agreement, be entitled ~~to secure~~ the ~~services~~ of any other person or company in order to carry ~~out such services~~ and if ~~this~~ becomes a permanent arrangement, such ~~person~~ shall not be part of the Union.

13.08 Rental of Communications Equipment

The monthly ~~rental~~ charge to each Owner Operator for mobile ~~two-~~ way radio equipment and/or pager shall be set from time to time by the Company and Dependent ~~Contractors'~~ Union. It shall be charged ~~from the first~~ day of the installation on a pro-rated basis of the monthly charge the month following execution of ~~this~~ Agreement. The mobile two-way radio equipment and/or pager complete with accessories, wiring, antennae, etc. shall be provided and maintained in good and effective working condition by the Company and the said radio and/or pager and equipment shall be fit for its purpose. It is ~~agreed that~~ the ~~radio~~ rate, for the ~~term~~ of ~~this~~ Agreement, will be (~~local~~~~present~~ ~~rate~~) ~~per~~ pay period, for the term of ~~this~~ Agreement.

13.09 No rent shall be chargeable for mobile two-way radio equipment and/or pager unless it is available for use by the Owner Operator.

13.10

The Company shall have the right to take immediate possession of the mobile two-way **radio** equipment and/or pager in any Owner Operator's vehicle if he retires or dies **or** for "**Just Cause**". For the purpose of **this** clause, any one of the **occurrences** such **as**, but not limited to, the following **shall constitute** "Just Cause", namely:

- a) an **act** of bankruptcy being committed by the Owner *operator*,
- b) if any distress or any execution **shall** be issued **against** the Owner **Operator**.

The Company **shall bear** the **onus** of proving any such occurrence.

Following such repossession, the Company shall **within five (5) days** deliver to the Owner Operator or send by registered **mail** to **his** last known **address**, written particulars of the circumstances **justifying** such repossession.

The Owner Operator **agrees** that the **radio** leased by the Company is **his** sole responsibility and should it be damaged beyond **repair**, lost or stolen then any such repairs or replacement **cost** for new equipment shall be **his** sole responsibility, and the Owner Operator **agrees** to allow the Company to deduct such monies from any commissions owed to him.

Upon finding of "Just Cause" herein, it **shall**, subject to grievance hereunder, be deemed that the Lease Agreement between the Company and the Owner Operator **as** encompassed in **this** Agreement in respect of such equipment shall have terminated.

It is further understood that **upon** re-delivery of the said **radio** equipment to the Company whether voluntarily by the Owner Operator or pursuant to the terms of **this** clause, **same shall** be in **good** order and repair, reasonable wear and **tear** resulting from proper use only excepted. In the event that such equipment **shall** not be in such good **order** and repair the cost of putting it in good order and repair shall be paid by the Owner Operator to the Company forthwith upon demand.

It is ~~further~~ understood and ~~agreed~~ that in the event ~~that~~ the Company should be entitled to repossess the said radio equipment pursuant to this clause, and within twenty-four (24) hours of demand served upon or mailed to the Owner Operator he shall fail to surrender the said equipment, the parties hereby acknowledge ~~that~~ the Company **will suffer** damage by **his failure** to ~~so~~ return the equipment. The parties further hereby acknowledge ~~that~~ the amount of such damage being difficult to determine, accordingly and **as** a genuine pre-estimate of such damage the Owner Operator agrees to the payment to the Company of the sum of ten dollars (**\$10.00**) **(as liquidated damages** and not **as** a penalty) for each day or part thereof that the said equipment has not been surrendered.

13.11-1 Subject to ~~the~~ provisions of 13.11-2, in consideration of the receipt by the Company of that percentile entitled to be received by it **as** its share of the amount realized from customers by a Owner operator pursuant to the terms of this Agreement, the Company shall supply and pay for:

- a) officespace;
- b) office supplies;
- c) telephone(s);
- d) postage;
- e) stationery;
- f) photocopying;
- g) bookkeeping;
- h) accounting equipment;
- i) taking and listing of **orders**;
- j) dispatchingservice;
- k) rendering of accounts;
- l) payment of bills (except those specifically the responsibility of the Owner Operator);
- m) tendering and **securing** of contracts;
- n) carrying **out** of advertising programs;
- o) managerial services;
- p) sufficient **staff** and any other requirements **as** are necessary to carry out the business commitments of the Company;

13.11-2

The Company and the **Union** acknowledge that it might be mutually advantageous for the Company to provide extraordinary **services** to its customers in special situations. In such an event a reasonable **rate** shall be charged by the Company to the customer for such extraordinary services **as part** of the **agreed-to rate**. In such instance the Company shall determine the actual **amount** which will remain available for division between it and the Owner Operator pursuant to the terms of such contract after first deducting the said **rate** charged for such extraordinary services. The Company **shall** provide written particulars of such contract and any amendments to it from time to time including **particulars** of the **rate** charged by the Company to the said **customer** for extraordinary services and the amount **that** will be left for division between it and the Owner **Operators, to the Union** and shall **upon** request allow the **Union** executive to examine **at** the Company's **office** a true copy of such contract and any amendments to it. Taking **into** consideration all circumstances the Company agrees to meet **as soon** as possible, after the contract **has** been entered **into**, with those Owner **Operators** selected by the Company **as** being most appropriate **to carry out** the said **contract**, in order to explain the said contract to them. The **Union** representatives to the **Rate** Committee and the **Union** executive shall **be** given reasonable advance notice of said meeting and be entitled **to attend**. The Company shall **at** such meeting explain the said contract, the cost of such extraordinary services, and the allocation **as** between the Company and such Owner **Operators**. If the **Union** through its officers or the selected Owner **Operators** reject the said contract, then the Company **shall, regardless** of any other provisions of this Agreement, offer the first **opportunity** to service the said customer to any permanent **Owner** Operator and failing sufficient support there, **shall** offer the second **opportunity** to probationary Owner Operators and failing sufficient support there, the Company may engage an arms length third party **to** service the said customer. It is intended that a reasonable rate shall be a rate that fairly reimburses the Company for its actual **costs** of said extraordinary services taking **into** consideration the following:

- a) Any **additional** charges to the customer, including but not limited to the following and not being **part** of the regular rates, such as **warehousing**, not covered above, cargo insurance, **air** freight charges, handling charges, forwarding charges, whether **on** a regular or irregular basis, etc. *shall* be solely the revenue of the Company and shall not be included in the commission payable to the Owner operator.

13.11-3 The **Union** shall not be liable for any loss suffered by the Company under any contract **entered** into by the Company provided that the loss **has** not **occurred** as a result of any **act** of commission or omission **on** the **part** of the **Union**. It is understood that this provision shall not relieve any Owner **Operator** for any loss for which he may be liable pursuant to the terms of this Agreement.

13.12 All money received or **collected** by an Owner Operator for or **on** behalf of the Company **shall**, if required by the Company, be securely held by the Owner Operator **as** a fiduciary **trust** and shall not be used by him for **personal** or other purposes whatsoever but *shall* be paid over by the Owner Operator to the Company within twenty-four (**24**) hours of its receipt by the Owner Operator together with any shortages the Owner Operator may have incurred. If not so designated in **writing** by the Company **as** being **required** to be paid over to it by the Owner operator, the same **shall** be forthwith accounted for to the Company in writing in the form required for **that** purpose by the Owner Operator to the Company from time to time. All money received or collected by the Owner Operator for or **on** behalf of the customers of the Company shall be securely held by the Owner Operator **as** a fiduciary **trust** on behalf of all such customers and **shall** be used by such Owner Operator for **no** personal **or** other purposes whatsoever **and** **shall** be forthwith paid over by such Owner Operator to such customers and accounted for concurrently to the Company, or alternatively, paid over to the Company for remittance to the customers.

13.13 The Company shall endeavour, within the reasonable confines of ensuring a high quality of customer service, to use the least amount of Owner **Operators** **as** possible.

13.14 **Notwithstanding** any other provisions herein it is understood and agreed that the Owner Operator **need** not himself drive and **operate** the delivery vehicle provided by him to service the Company's customers but he shall be fully responsible for any such driver **as** in an employer-employee relationship.

13.15 In **respect** to **all** contracts entered into with future Owner **Operators**, the Sample Agreement shall require **that** the division of the gross revenue realized by the Owner **Operators** for Company's customers **shall** be divisible **as between** the Owner **Operators** and the **Company** **as follows**:

a) A commission rate based **on** the **type** of vehicle **as** described in Schedule A.1 to A.13 following.

Trucks and/or specialty vehicles negotiated separately with the individual Owner Operator.

(b) In the event **that** the Owner Operator's vehicle(s) is not painted and decaled in the Company's colour scheme **as** required by Article 21 herein, the Owner Operator's commission rate **as set out herein shall** be reduced by five percent (5%).

(c) Should a driver **on** a specialized run give up that **run**, any new driver hired may be paid that special rate. The Owner Operator giving up that run shall receive the **regular** New Hire **rate** above, except **that** if he is currently contracted he **shall** receive the applicable **rate** for existing Owner Operator.

(d) Notwithstanding the above, **the** Company **at** its sole discretion may pay any Owner Operator a **sum** above the scale contained herein.

(e) In so far **as** the Owner Operator and the Company have the relationship of "Carrier and Contractor" it is understood **that** the Company **will** not be withholding income **tax** or deducting or paying CPP or EI and in the event that a competent authority deems the Owner Operator to be **an** Employee, the Owner Operator will indemnify and save harmless the Company for any and all payments or fines that may be imposed against the Owner Operator.

13.16 The Owner Operator shall:

- a) Obtain and maintain all licenses and **permits** required to **carry out** services to be performed by him under this Agreement;
- b) **Maintain**, repair, **insure** (in a manner and for **amounts** prescribed by the Company) and **operate** each vehicle used by him, at his expense under the applicable laws of the province in which he works and provide proof;

Pay all wages and employment benefits arising by agreement or **imposed** by law for the benefit of its personnel and without restricting the generality of the foregoing if required by applicable legislation, register for and pay all sums due under applicable Provincial and Federal laws respecting **Workers' Compensation**, Income Taxes, **Canada Pension Plan**, Unemployment Insurance and similar assessments and in respect of **all** of which obligations, if the Owner Operator fails to meet said obligations the Company may deduct such **sum** as is necessary to meet said obligations from any funds **owing** to the Owner Operator by the Company and remit them to the proper authority;

- d) Only employ personnel capable of being bonded, and/or insured under the laws of the province in which he is employed, and shall pay **Workers' Compensation** for his employees;
- e) Be fully responsible for all cargo or monies of the Company or its customers at any time in its possession and shall be liable for all loss or damage thereto and **shall** indemnify and save harmless the Company there from and shall reimburse the Company for all losses experienced;
- f) Either obtain **at its own** expense, or reimburse the Company for the **cost** of a Fidelity Bond in an amount to be determined by the Company in respect of each of its personnel, and satisfactory cargo insurance in **an amount** to be determined by the Company in respect of damages and losses which may occur to cargo belonging to the Company's customers while in its possession.

13.17

The Owner Operator will supply a suitable uniform acceptable to the Company ~~wear~~ it at all times during working hours. The ~~cost~~ of this uniform, and any replacement, ~~shall~~ be borne equally by the Owner Operator and the Company. The Owner Operator is expected to ~~keep~~ the uniform in a clean and presentable condition and to replace same when ~~worn out~~. The Company shall supply all crests or advertising to be affixed to the uniform and the ~~Owner~~ Operator consents to affixing same to the said uniform. Upon the termination of the ~~Owner~~ Operator's contract with the Company for any ~~cause~~ or means whatsoever including, without limiting the generality hereof termination ~~resulting~~ from retirement, death or discharge and the Owner Operator ~~has~~ obtained a uniform or a replacement uniform within four (4) months prior to the ~~date~~ of said termination, then the Company may charge the whole ~~cost~~ of the ~~uniform~~ to the Owner Operator. If the Owner Operator ~~has~~ obtained a uniform or a replacement uniform for a longer period than within ~~four~~ (4) months but not exceeding six (6) months prior to the date of termination, the Company may charge him with seventy-five percent (75%) of the ~~cost~~ of the ~~uniform~~. Upon such termination the Owner Operator agrees to immediately ~~return~~ all ~~crests~~ supplied to him by the Company. The Owner Operator ~~agrees~~ to ~~wear~~ a pictorial identification badge on ~~his~~ person at all times, this being supplied to the Owner Operator at a ~~ten~~ dollar (\$10.00) cost and remaining the property of the Company. It shall be returned with the ~~radio~~ at the time of termination within twenty-four (24) hours or there shall be a payment to the Company of the sum of ten dollars (\$10.00) (as liquidated damages and not a penalty) for each day thereof that the badge ~~has~~ not been surrendered to a maximum of one hundred dollars (\$100.00) or ~~ten~~ (10) days, should the badge be returned within twenty-four (24) hours the ~~ten~~ dollar (\$10.00) fee is refunded.

ARTICLE 14 -DURATION

14.01 This Agreement shall be effective for five (5) years ~~from~~ the date of ~~execution~~ unless altered or amended in the meantime by the ~~mutual~~ consent ~~of~~ the parties hereto. The same shall be deemed to be renewed thereafter ~~from~~ year ~~to~~ year unless written notice to negotiate a new agreement is given by either party to the other party ~~fifteen (15)~~ days prior to such re-negotiation, which ~~period~~ may be waived by either party ~~to~~ expedite such discussions.

While negotiations continue ~~this~~ Agreement shall remain in full force and effect.

14.02 Within ~~sixty (60)~~ days after the receipt of such notice or within such additional time ~~as~~ may be mutually ~~agreed upon~~, the representatives of the Company and of the Union ~~shall~~ meet for the purpose ~~of~~ negotiating a new Agreement.

ARTICLE 15 – RATE COMMITTEE

15.01

The Company acknowledges that the ~~assistance~~ of the Union in determining rates charged to customers is invaluable and welcomes such support. With this spirit of cooperation as a basis a joint committee of three (3) representatives of the Company and ~~three (3) from the Union~~ shall be formed immediately and shall meet monthly and at such ~~additional~~ other times as shall be ~~agreed~~ upon by ~~this~~ committee to review the rates charged customers by the Company. The committee shall consider all rate change proposals made by the ~~Union~~. The rising ~~cost of living~~ shall be one of the factors taken into account in determining whether or ~~not~~ there should be a rate increase. Whenever possible decisions as to rate increases ~~and~~ the time of such rate increases shall be made during the meeting in which the proposals ~~are~~ made. Provided however ~~that~~ the Company reserves the right to take any rate increase proposal under advisement in which ~~case~~ a decision regarding such proposal ~~all~~ be communicated to the Union members of the ~~committee~~ at the next meeting ~~of the committee~~ or ~~sooner~~ as the Company ~~so~~ desires. The parties acknowledge that ~~certain~~ individual calls if required to be ~~serviced~~ in isolation may result in an inadequate return to an Owner Operator being required to ~~service~~ it. Accordingly, the Company dispatcher shall whenever possible use his best efforts to combine other calls with such a single call in order to compensate for such situation and that the dispatchers will be obligated by the Company to rotate such calls fairly ~~among~~ the pool of drivers normally servicing such accounts ~~so that no~~ Contractor shall be obliged to do all such calls, unless he exclusively services such client, and that the Owner ~~Operators~~ agree that they ~~will~~ not refuse to handle such calls. Provided, however, and it is hereby understood and agreed ~~that~~ the provisions of this Article in ~~no~~ way modify or limit the Company's ~~rights~~ as set forth in Article 7.02, and that it is distinctly understood and agreed that regardless of any other provision of this Agreement the Company has the ~~absolute~~ right to ~~fix~~ such rates with its customers as it desires.

ARTICLE 16 – COMPANY RIGHTS TO USE EMPLOYEES

- 16.01 It is agreed that the Company maintains the right to hire and use part-time, full-time, casual employees when:
- a) The employee will be doing work that cannot be done under the terms of this Agreement and no Owner Operator wants to do it;
 - b) the work is outside of normal working hours and no Owner Operator wants to do it;
 - c) the work falls outside of the scope of this Agreement; and
 - d) The employee would be operating Company owned equipment.

ARTICLE 17 - VOLUNTARY TERMINATION OF A CONTRACT BY AN OWNER OPERATOR

17.01 During his **first ten (10)** year **period** of service with the Company in the event that an Owner Operator **intends** to terminate his **services** hereunder he **shall first** give to the Company a fourteen **(14)** day written notice of such **intent**. He shall continue to **perform his commitments** hereunder for the said fourteen **(14)** days and **on** the expiration of the fourteenth day the **termination shall** be effective.

If the Owner Operator provides a replacement contractor approved by the Company within **sixty (60)** days following **the receipt by** the Company of such written notice of **termination** (which approval shall not be unreasonably withheld by the Company) he may sell **his** truck and equipment to the replacement Owner Operator. **As a condition** precedent to the Company's approval of such replacement Owner Operator, the replacement Owner Operator **shall** be required to execute the current Sample Agreement and such replacement contractor **shall** concurrently therewith be required to pay to the Company the amount **of** the consideration **as** set forth in the current Sample Agreement. In such event and only in such event and only at such time the monies so paid **shall** be deemed to be the **monies** of the **retiring** Owner Operator **but** to the extent only of the amount actually paid by the retiring Owner Operator and the remainder shall be the property of and shall be paid to the Company. If by virtue of the arrangements **made between** the Company, the retiring Owner Operator and the replacement Owner Operator, such consideration is required of the replacement Owner Operator to be paid over a specific period following the commencement of **his** service, the Company **shall act as** the agent of the retiring Owner Operator for the purpose of receiving and remitting the said funds to such retiring **Owner** Operator. Provided, however, that the Company may **at** its discretion pay to the retiring Owner Operator the said **sum** so **required** to be paid by the replacement Owner Operator in **greater amounts** and at times different **than that** required to be done by such replacement Owner Operator for the purpose of accelerating the time within which the retiring Owner Operator would otherwise have received the full amount required to be **so** paid by such replacement Owner Operator.

It is understood and ~~agreed that~~ the Company will use and exercise all reasonable efforts together with the ~~retiring Owner~~ Operator to **secure** a replacement Owner ~~operator~~ for ~~him~~. Provided, however, that the Company shall not be *required* to do so where the **retiring Owner** Operator is in default of **this** Agreement in that he **has committed** a material breach thereof, ~~or~~ **persistently committed** a breach of **this** Agreement after warning. It is understood ~~that in this~~ Agreement shall be **deemed** to include the Owner Operator's Individual Agreement.

ARTICLE 18 - ACCOUNTING AS BETWEEN THE COMPANY AND AN OWNER OPERATOR

- 18.01 It is understood and acknowledged ~~that an~~ Owner Operator is paid for services rendered hereunder for each working ~~period~~ of one (1) ~~week~~ from the Friday to Thursday of the next ~~week~~, within seven (7) days following ~~that period~~.
- 18.02 The following procedures shall be carried ~~out~~ by the Owner Operator for the purpose of ~~enabling~~ the Company to calculate that to be ~~billed~~ to the customers for ~~services~~ performed by such Owner Operator, namely:
- a) each job as allocated ~~shall~~ be written up by him on the form ~~prescribed~~ by the Company and concurrently with ~~the~~ completion of the ~~service~~ required of him he shall obtain the signature of an authorized ~~person~~ accepting the delivery, and any ~~other~~ information required;
 - b) at the end of each ~~working~~ day complete all paperwork required by the Company, along with all waybills performed by him that day for all customers;
 - c) upon completion of each working day and by no later ~~than~~ two o'clock in the afternoon of the following day, he shall deliver to the Company's rate department such manifest referred to in sub-clause (b) herein together with all individual order ~~cards~~ as referred to in sub-clauses (a) and @ ~~herein~~.

18.03 The Company **as** its accounting responsibility to the Owner **Operators** shall carry **out** the following:

- a) Determine the price to be billed to the customer by the accounting policies and billing system in effect at that time, and which may be changed from time to time at the Company's sole **discretion**, and may require the driver to **price his bills**.
- b) Give to the Owner Operator a listing of all the work done by the **Owner** Operator and the **rates** charged the client excepting **those** customers who **are** billed for warehouse **space as** in **14.11-2**, such listing concurrent with his settlement and dependent **on** an integrated payables and receivable accounting policy.
- c) The Owner **Operators agree that** they **will** comply with any changes in the **accounting system** designed to improve customer **service** provided that such changes will not in any way diminish the need for the Company to provide complete and **accurate** settlement information to the Owner Operator.
- d) Concurrent with making payment to the Owner Operator of the revenue required to be paid to **him** for the relevant settlement **period as** determined pursuant to **this** Article the following information will be supplied to him, namely:
 - (a) a list of all overcharges to customers; together with a **list** of all other driver charges required to be deducted, shall then be deducted from the cumulative **sum** determined pursuant to sub-clause (a) herein;
 - (b) there shall **then** be indicated the **gross** amount **of** his income realized after the application of sub-clauses (a) and (b) herein,
 - (c) from such net **gross** amount **as** determined in sub-clause (c) herein, there shall be shown and deducted by the Company, an amount **equal** to that percentile which it is entitled to, pursuant to the terms of its agreement with each Owner Operator,
 - (d) from the amount remaining to the credit of the Owner Operator after the deductions **as** set forth pursuant to sub-clause (d) hereof, the Company shall **from** such amount remaining make the further following deductions:

1. **radio** and/or pager rental to be paid to the Company;
2. social club payment;
3. Union fees due the **Union**;
4. cargo **insurance, authorized** by the individual Owner Operator agreement;
5. cash deliveries;
6. Workers' Compensation **administrati'on** fees for the Owner Operator- Payment of WCB premiums for the employees of the Owner Operator **is** the responsibility of the Owner Operator pursuant to Article 13.16(d);
7. **any other amounts** which are **required** to be paid on behalf of the Owner Operator by the Company including without restricting the generality **hereof any** charges for **maintenance** (including painting to match the Company's colour scheme) of his vehicle, uniform, etc.

ARTICLE 19

19.01 Subject to Article 10 hereof, the Company has the right to allocate to an Owner Operator a delivery route covering *that portion* of the territory being serviced by the Company as the Company in its discretion may decide for the servicing of certain contract customers regardless of location.

ARTICLE 20

20.01 Within ninety (90) days of executing the Sample Agreement, the **Owner** Operator shall have the vehicle or vehicles used by it in servicing the **Company's** customers painted in the colour scheme by which the Company is identified by the public, ~~at~~ which time the Company shall supply identifying decals to be **affixed**, which decals ~~shall~~ be returned to the Company upon the termination of the Sample Agreement; provided always ~~that~~, if the h e r Operator ~~does~~ not paint his vehicle or vehicles ~~as~~ required by the Company, his commission rate ~~as set~~ out in Article 13.15 herein ~~shall~~ be reduced by five percent ~~(%)~~. The Owner operator appoints the Company, its ~~directors~~, officers and employees, his lawful ~~attorneys~~ for the purpose of taking possession of the said vehicle and ~~removing~~ there from all paintings, markings and logos identifying same with Intelcom Courier Canada Inc. or any other painting, marking and logo identified with the Company;

The trademark "Intelcom Courier Canad" Inc.", distinctive ~~colours~~ and designs used in connection therewith, ~~are~~ all the property of the Company and their use accrues wholly to the benefit of the Company. Upon written request of the Company, the h e r Operator shall immediately surrender to the Company, any item ~~bearing~~ any of its trademarks and shall remove any such trademarks from its vehicle.

The Owner Operator shall permit and shall have placed ~~upon his~~ vehicle such Company advertising, decals or trade ~~names~~ and marks ~~as~~ the Company may specify, the ~~cost~~ of such advertising, decals or trade marks ~~to~~ be borne equally by the Owner Operator and the Company. In the event ~~that~~ other advertising be ~~specified~~ by the Company, same ~~shall~~ be done at the expense of the Company.

Upon termination of this Agreement for any cause or by any means whatsoever and in particular ~~as~~ hereinafter ~~set out~~, the Owner Operator shall, ~~at~~ his own expense, within ten (10) days from the date of the said termination, remove all advertising, decals or trade ~~names~~ and ~~marks~~ ~~as~~ was specified by the Company and have his vehicle repainted in one colour or a colour scheme of other colours which ~~shall~~ not be confused in any way with the colour scheme identifying the Company to ~~the~~ public. Should such termination be by way of discharge and it is subsequently determined ~~that~~ discharge was not for just cause ~~as~~ defined in 11.01 hereof and said identification ~~has been~~ removed, the Company shall be required to replace the identification ~~at its cost~~.

The Owner Operator covenants and ~~undertakes~~ to indemnify and save ~~harmless~~ the Company from any loss or damage which the Company may suffer in any ~~form~~ or manner whatsoever by reason of the failure of the Owner Operator to comply strictly with the terms of ~~this~~ Paragraph.

ARTICLE 21 - HELPER(S)

- 21.01 If the Company, or the Owner Operator **himself**, supplies employees who **are** Employees as **distinguished** from Owner Operators, as helpers to assist the Owner Operator for the purpose **of** providing adequate service **to** the customers, then in either of such events such helper(s) shall be **considered as** being the **Owner** Operator's employee(s) **as** in an employer/employee relationship **and** without restricting the generality hereof the Owner Operator shall be required to pay such helper(s) wages, unemployment **insurance**, compensation insurance, holiday pay and all other things **as are** legally required **of** an employer. Provided, however, that if the Company supplies the helper(s), or requires the Owner Operator(s) to supply such helper(s), it **shall** charge to that customer benefiting from the helper(s) an additional **fee** which will result in the Owner Operator(s) being **fully** compensated for **his** reasonable cost of such helper(s) hired by the **Owner** Operator(s), **or the** actual costs **of** such helper(s) **supplied** by the Company.

ARTICLE 22

22.01 **The Owner Operator agrees that he will not transfer or assign any interest in this Agreement without the written consent of the company.**

ARTICLE 23

23.01 Each Sample Agreement between an Owner Operator and the Company shall be in **full** force and be **read together** with the Agreement herein **as** comprising the **total** Agreement between the Company and each individual Owner Operator and each Individual Agreement **shall** be deemed to be amended **by this** complete Agreement.

Provided, however, ~~that~~ every Individual Agreement **shall** be deemed to contain **this** complete Agreement and any subsequent amendments.

And **further** provided ~~that~~ if any one of the said clauses now deemed **to** be included, pursuant to **this** clause, **as part** of such Individual Agreement, is in conflict with any provision **as** contained in any Individual Agreement, then such clause **as** contained herein, shall be deemed to **supersede** and prevail over such clause in the Individual Agreement.

ARTICLE 24

- 24.01** The Owner Operator shall forthwith *insure* his said motor vehicle in the minimum amount of One Million dollars **(\$1,000,000.00)** coverage in respect of public liability and property damage claims and produce evidence thereof to the Company. The Company shall have the right to maintain a fidelity bond in the minimum amount of **fifty** thousand dollars **(\$50,000.00)** per loss in respect of the Owner *Operator* and cargo insurance in the minimum amount of twenty-five thousand dollars **(\$25,000.00)** per loss with **fifty** dollars **(\$50.00)** deductible for theft and one hundred dollars **(\$100.00)** deductible in respect to other **losses**, such cargo **insurance** being in *respect* to damages **or** losses which may accrue to goods belonging to the Company's customers while in the custody of the Owner Operator. The Owner Operator authorizes the Company **to** deduct from his **earnings** the cost of the fidelity bond and cargo insurance provided that such **cost** shall not be more than an amount of money with which the Owner Operator could himself provide the coverage described. Whichever party *shall* provide the fidelity bond and **cargo** insurance **shall** also produce evidence thereof to the other **party** upon demand.
- 24.02** In addition to the insurance requirements **as** set out in Paragraph 24.01 the Owner Operator shall at all times during the continuance of **this** Agreement, **carry** and **keep** in force such policies **of** insurance which may from time to time be required by any governmental authority. If the Owner Operator fails to *carry* such insurance **as** required, the Company may obtain same for the Owner Operator and the Owner Operator **agrees** to and hereby authorizes the Company to deduct such **costs** from his **earnings** payable hereunder.

24.03

The Owner Operator shall assume full responsibility for any cargo that is entrusted to him and is being delivered by him and shall reimburse the owner of such cargo for any loss or damage incurred or shall reimburse the Company should the Company pay for same on behalf of the Owner Operator. The Company agrees not to pay any claim or make any settlement without first having consulted with the Owner Operator involved and having advised him of the Company's intention to settle and/or pay the claim. Upon such consultation, if the Owner Operator disputes liability for such claim paid or intended to be paid by the Company, he may grieve pursuant to the grievance procedure hereunder. If he is not found liable pursuant to such grievance procedure the Owner Operator shall be reimbursed, the onus of proof being on the Owner Operator that his actions were not the cause of such loss of claim.

ARTICLE 25

25.01

The Agreement herein shall ensure to the benefit and be binding upon the heirs, executors and successors of the parties hereto respectively. Provided, however, that in respect of an Owner Operator upon his decease it shall be considered that there has been a termination by the Owner Operator of his contract pursuant to Article 10 hereof.

ARTICLE 26 - PROBATIONARY PERIOD

- 26.01 A probationary period of *six* (6) months applies to all owner Operators.
- 26.02 During the probationary period the Company can ~~dismiss~~ or cancel the contract of an owner operator if he judges that the owner operator does not meet the Company requirements; the owner operator does not have a right to grieve during his period.

ARTICLE 27 – SCHEDULES, ETC.

27.01 The schedules, addenda and letters of understanding annexed to this agreement form an integral part of this agreement.

**IN WITNESS WHEREOF INTEL COM COURRIER CANADA INC. and
THE CANADA COUNCIL OF TEAMSTERS** have hereunto affixed their seals
attested to by their proper officers in that behalf this 8th day of April 2004.

INTEL COM COURRIER CANADA INC.

Per: Sylvain Hurtibise

THE CANADA COUNCIL OF TEAMSTERS

Per: Richard Charruau

SCHEDULE A.1

REMUNERATION **For the Owner-Operator of** **Intelcom Courier Canada Inc.**

See Schedules A. 2 and A. 3

UNION STEWARD

Whenever possible, grievances **will** be processed during normal business hours of the steward. A steward shall receive fifteen (\$15.00) dollars **per** hour, **as** an administrative fee, in recognition of the time lost in performing **his contractual** obligations when grievances or **pending** grievances are processed with the Company, on Company property or at any other place which is mutually **agreed** upon by **both** the Union and the Company.

If the Company representative is unable to meet the steward during the steward's normal business hours, the **steward** shall be paid for all regular hours spent on processing the grievance with the Company, on Company property or **at** any other place which is mutually **agreed** upon by both the Union and the Company.

The parties **agree** to **maintain** present practices regarding the **cost of radio rental**.

LOSS OF DRIVER'S PERMIT

An owner-operator whose employment requires a driving permit in force is suspended or revoked for a **period** not exceeding twelve (12) months will be granted a leave of absence without pay for a maximum of twenty-one (21) **days following** the end of the period where he will complete a **driving test required** by law. Such permission **will** be granted to **an** owner-operator only once per Collective Agreement in the cases related to alcohol or drugs. In other cases, such permission will be granted **as long as** the owner-operator's absence does not **total** more than twelve (12) months **per** Collective Agreement.

An owner-operator whose driving permit has been suspended or revoked, must advise immediately his immediate supervisor, otherwise he **will** be fired.

If an owner-operator makes a request, such owner-operator will have **access** to the available work inside the bargaining unit, however, without causing prejudice to another regular owner-operator.

LEAVE OF ABSENCE WITHOUT PAY

The Company accepts to grant a leave of absence without pay for at least three (3) months to all owner-operators and **this**, only once during the present Collective Agreement.

The owner-operator who wishes to receive such an absence must send a written **request** to the Company at least four (4) weeks in advance.

The owner-operator on a leave of absence must advise, in writing, the Company of **his** intent to return to work at least two (2) weeks before the end of **his** absence.

If he does not **do so**, the owner-operator is considered having voluntarily resigned from **his** position.

ONEDRIVER-ONETRUCK

No owner-operator will be allowed to represent or act on behalf **of**, or control, other owner-operators (one truck, one driver).

For a period not exceeding twenty (20) days a year excluding the vacation weeks, it is the responsibility of the owner-operator to find himself a substitute.

The owner-operator is permitted to substitute **his** employees **as** another driver for **his** vehicle. This consent is given provided that the individual is approved, in advance, by Intelcom Courier **Canada** Inc. and the settlement for **this** individual, including deductions *required* by law, remains the responsibility of the owner-operator.

In the event **an** owner-operator is absent from his contract for any reason whatsoever he is required to fulfill his commitment in the conditions mentioned above.

The Company and owner operator can make an arrangement to replace himself in certain specific **cases** such **as** (sickness, mechanical breakdowns) **this** arrangement can only be made with a responsible person of Intelcom Courier Canada Inc., dispatcher operation director and must be advised one (1) hour before his scheduled road.

In the case where the Company has to replace an owner-operator, the Company will have a substitute come in **from** the on-call **fleet**, by seniority and **sort** of vehicle.

ERROR ON THE PAY (MISSING)

When an error of **fifty** (\$50.00) **dollars** or more is made by the Company on an owner-operator's pay, the Company will make the efforts to **correct this** error the day after the owner-operator has informed the Company, when the owner-operator requests it. When **this** is not possible, the Company *takes* the responsibility to **correct his** error in paying the amount owed within *three* (3) working days following the owner-operator's request to the Company, if the owner-operator requests it.

ABSENTEEISM FOR A DEATH

When **death** of a close relative **occurs**, the owner-operator is entitled **to** a leave of absence without pay during his work day scheduled within the *three* (3) days immediately following the death.

The expression "close relative" means in relation with the owner-operator.

- i) of a spouse or common-law spouse.
- ii) of **his** father or mother or **his** spouse, common-law spouse of one or the other.
- iii) of **his** child, his sister or his brother.
- iv) of the father-in-law or the mother-in-law or the spouse or common-law spouse of one or the other.
- v) of any relative of the owner-operator who has a permanent residence **at** the home of the owner-operator or where **this** owner-operator lives permanently.

This leave **of** absence may be extended to five (5) days at the owner-operator's request.

UNIFORMS

On an annual basis, the Company **agrees** to provide owner-operators, as long as **they** assume 50% of the **cost**, with a uniform consisting of:

- four (4) pairs of pants;
- six (6) shirts,
- one (1) three seasons coat
- one (1) pair short leg pants (optional)

Coats will be provided every **two** years as needed. The owner-operators must wear the full uniform during business **hours** and be responsible for the upkeep of it.

Safety boots, if required for new **contracts** or new request from existing **contract**, will be included in the posting and the **cost**, up to fifty percent (\$0??) per year, will be reimbursed and the receipt must be provided by the owner-operator.

If a customer requires that an owner-operator **owns** a pager, it **will** be paid by the customer.

If a route is modified more than 60%, it **will** be **posted once again**.

In the case of loss of a mobile radio, the following will apply:

AGE OF RADIO	PERCENT OF VALUE
1 year	100 %
2 years	80%
3 years	60%
4 years	40 %
5 years and over	30 %

Payment terms will be negotiated with the owner-operator when **required**.

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PROMOTION OUTSIDE THE BARGAINING UNIT

An owner operator that is promoted or hired for a position outside the bargaining unit as foreseen in article 1.02 of the present collective agreement will accumulate his seniority during a period of sixty (60) calendar days as of the date of his promotion. During this period, the owner operator may return to his old position inside the bargaining unit. At the end of the sixty (60) calendar day period, the owner operator will lose his seniority as well as all his rights and advantages foreseen in the present collective agreement.

The Company will advise the Union of the owner operator's name as well as the date of his promotion outside the bargaining unit.

An owner operator may use this right only once during the life of the present collective agreement.

UPHOLDING HIGHER WAGE CONDITIONS

Any owner operator, who at the moment where the present collective agreement becomes effective and receives a higher rate of pay than stipulated in the present agreement., will continue to receive the higher rate.

PRESCRIPTION

The Company cannot relate a disciplinary measure to another disciplinary measure if more than twelve (12) months separate the first infraction from the other one.

Any disciplinary measure becoming void is taken off the owner-operator's file.

All error's incurred on pay slips or salary will have a retroactive time limit on any claim either by the Company or the Union if not more than 15 days.

IN WITNESS WHEREOF, INTELCOM COURRIER CANADA INC. and THE CANADA COUNCIL OF TEAMSTERS have hereunto affixed their seals attested to by their proper officers in that behalf this 8th day of April 2004.

INTELCOM COURRIER CANADA INC.

Per: Sylvain Hurtibise

THE CANADA COUNCIL OF TEAMSTERS

Per: Richard Charruau

SCHEDULE A. 2

Ottawa Area - Date: November 2004

DRIVER-ROUTE	TYPE of VEHICULE	AVERAGE STOPS	RATE per STOP	AVERAGE KLM
Adel-West	Passenger Van	100 to 220	\$ 1.14	220 to 260
Aman-Centre	Passenger Van	75 to 170	\$ 1.17	135 to 175
Amini-Deep East	Passenger Van	80 to 180	\$ 1.16	110 to 145
Asare-East	Cargo Van	100 to 220	\$ 1.19	115 to 150
Awil-Deep West	Cargo Van	120 to 200	\$ 1.15	160 to 200
Bedard-East	Cargo Van	120 to 220	\$ 1.19	140 to 170
Brookes-Centre	Cargo Van	45 to 100	\$ 1.18	85 to 125
Brunet-South	Passenger Van	100 to 180	\$ 1.15	160 to 190
Daher-West	Cargo Van	120 to 220	\$ 1.18	120 to 155
Deveaux-Deep East	Cargo Van	160 to 320	\$ 1.12	120 to 145
Dimitrov-Deep West	Cargo Van	200 to 500	\$ 1.12	200 to 240
Donkoh-West	Cargo Van	110 to 220	\$ 1.19	110 to 145
Fournier-Deep West	Cargo Van	60 to 160	\$ 1.16	130 to 150
Haymour-Centre	Cargo Van	120 to 300	\$ 1.18	85 to 120
Ibrahim-Centre	Passenger Van	80 to 160	\$ 1.17	70 to 100
Kulane-South	Passenger Van	100 to 220	\$ 1.17	130 to 165
Leroux-Short West	Passenger Van	60 to 150	\$ 1.14	95 to 130
Nour-Deep East	Passenger Van	80 to 180	\$ 1.16	120 to 160
Nur-Centre	Passenger Van	60 to 140	\$ 1.16	100 to 135
Pizesworski-Deep West	Cargo Van	110 to 220	\$ 1.19	200 to 240
Tabe-East	Cargo Van	110 to 220	\$ 1.18	100 to 140
Verreault-West	Passenger Van	80 to 180	\$ 1.16	125 to 170

NOTE: Trucks, special runs or speciality vehicles are to be negotiated separately with individual owner-operators

NOTE: All cargo insurance and **administration** fee deductions continue to apply, should **this** happen.

NOTE: The **rate** associated with each individual route are unique to the current bearer of each route. In the event that a route bearer leaves, the route may be re-evaluated at a lesser rate.

ROUTE DESCRIPTION	AVERAGE PARCELS	AVERAGE KLM	DAILY RATE
Filipovic-Maniwaki	5 to 45	425 to 450	\$ 173.15
Gates-Iroquois	10 to 45	320 to 360	\$ 173.15
Gebara-Smith Falls	5 to 45	370 to 400	\$ 173.15 to \$ 193.15
MacNabb-Chrysler	15 to 45	300 to 340	\$ 173.15
Marchand-Buckingham	15 to 45	310 to 340	\$ 173.15
Mosehni-Cornwall	10 to 45	480 to 510	\$ 173.15
Ousman-Brockville	5 to 45	410 to 435	\$ 173.15
Surma-Shawville	10 to 45	410 to 440	\$ 173.15
Wistaff-Penbrooke	10 to 45	540 to 580	\$ 193.15
Zouhari-Barry's Bay	5 to 45	550 to 600	\$ 198.65

NOTE: Trucks, special runs or speciality vehicles are to be negotiated separately with individual owner-operators	
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NOTE: All **cargo insurance** and administration fee deductions continue to apply, should this happen.

NOTE: The **rate** associated with each individual route **are** unique to the current bearer of each route. In the event that a route bearer leaves, the **route** may be re-evaluated at a lesser rate.

SCHEDULE "B"

RULES AND REGULATIONS

INTELCOM COURRIER CANADA INC

UNIFORM

The owner-operator must wear his complete **uniform at all times**. During the **summer season** the wearing of the blue Bermuda will be tolerated.

- 1st offense: warning (**in** writing)+
- 2nd offense: reprimand
- 3rd offense: suspension (**1 day** maximum)
- 4th offense: liable to **dismissal**

PUNCTUALITY

The owner-operator must report to work at the agreed time. Continued **tardiness** will not be tolerated.

- 1st offense: warning (**in** writing)
- 2nd **offense**: reprimand
- 3rd **offense**: suspension (**1 day** maximum)
- 4th **offense**: liable to **dismissal**

POLITENESS

The lack politeness towards a client, **a** colleague or **any** Intelcom Courier Canada **Inc.** personnel is not acceptable and will not be tolerated at **any** time.

- 1st offense: warning (**in** writing)
- 2nd offense: reprimand
- 3rd offense: suspension (**1 day** maximum)
- 4th offense: liable to **dismissal**

COURTEOUSNESS

By wearing **his uniform**, the owner-operator represents the Company **at all times**. Any lack of respect reported by a client or a public **person**, being in **an** elevator, on **the** sidewalk or on the **road** **will** be punished.

- 1st offense: warning (in writing)
- 2nd offense: reprimand
- 3rd offense: suspension (1 day **maximum**)
- 4th offense: liable to dismissal

PROPERTY

Any **damages** caused to the Company, clients or any general public property, any theft or fraud constitutes a very **serious offense**.

- 1st offense: Dismissal

SOBERNESS

Being in possession **of** or **using** or being under the influence **of** narcotics **or** alcohol on the work premises is forbidden.

- 1st offense: Dismissal

COMMUNICATIONS

Abusive language on the radio, swearing, racist and sexist **remarks** and negative remarks **about** a client, the Company or **of** work will not be tolerated **on the air**.

- 1st offense: warning (**in** writing)
- 2nd offense: reprimand
- 3rd offense: suspension (**1** day **maximum**)
- 4th offense: liable to dismissal

INSUBORDINATION

The owner-operator ~~refusal~~ to do work (pick-up or delivery) **as** requested by a dispatcher or a supervisor, during regular work hours will not be tolerated **in** any way.

- 1st offense: warning
- 2nd offense: suspension (1 day)
- 3rd offense: liable to ~~dismissal~~

WAYBILLS

Waybills ~~that~~ are not properly completed, illegible signature, no time of delivery, etc. ~~this missing~~ information delays the billing process.

- 1st offense: **warning** (in writing)
- 2nd offense: reprimand
- 3rd offense: suspension (1 day **maximum**)
- 4th offense: liable to **dismissal**

VEHICLE

The owner-operators vehicle must be identified with the Intelcom Courier Canada Inc. logo (or the clients logo, **as** the case may be) at all times. The vehicles must be painted the Company colors ~~at~~ least ~~six weeks~~ after the owner-operator will have completed 60 day probation period with the Company.

- 1st offense: **warning (in writing)**
- 2nd offense: **reprimand**
- 3rd offense: suspension (1 day maximum)
- 4th offense: liable to **dismissal**

LOITERING

The office and the warehouse are strategic work places and not assembly or leisure points. Any loitering is strictly forbidden.

1st offense: warning (in writing)

2nd offense: reprimand

3rd offense: suspension (1 day maximum)

4th offense: liable to dismissal

IN WITNESS THEREOF, the parties have signed in Montreal, this 8th day of April 2004.

FOR THE COMPANY

Sylvain Hurtibise

FOR THE UNION

Richard Charruau

SUB-CONTRACTING CONTRACT

BETWEEN

(hereinafter the "Company")

AND.

(hereinafter the "Sub-contractor")

WHEREAS the Company **operates** a business specializing in the collection and delivery of letters and small packages and wishes to **retain** the *services* of the Sub-contractor.

WHEREAS the Sub-contractor operates a business specializing in the sale of sub-contracting services for the collection and delivery of letters and **small** packages and **possesses** the equipment, the personnel and the expertise necessary to **sell** to the Company such services in accordance with generally accepted rules and commercial practices;

THE PARTIES AGREE AS FOLLOWS :

1. Services

1.1 According to the availability of the Sub-Contractor **and** the needs of the Company, the Sub-Contractor shall **sell** to the Company sub-contracting services related to the collection and the delivery of small packages (hereinafter the « Services »)

1.2 The Company undertakes to promptly transmit to the Sub-contractor a complete and accurate description of the needs **and** requirements of its clients in terms of the **type** of service and delivery delays required.

1.3 The Sub-Contractor shall remain **free to** select the means and the methods to execute the Services and shall manage the personnel assigned to such services.

2. Equipment

2.1 The Sub-contractor shall have no obligation to display the tradename or the trademark of the Company on clothing or vehicles of its personnel or any equipment whatsoever.

2.2 However, the Subcontractor ~~shall~~ be authorized to use the trade name or the trademark of the Company to the extent that there is a mention to the effect ~~that~~ he is acting ~~as~~ sub-contractor or authorized agent.

3. Price

3.1 The ~~agreed~~ upon prices for the sale of the Services pursuant to the present contract are described in Schedule A and may be ~~modified at~~ any time by ~~agreement~~ between the parties.

3.2 The Company undertakes to pay the prices mentioned in Schedule A to the Sub-Contract within _____ days following the submission of an invoice by the **Sub-Contractor**.

4. Collection, Permits and Taxes

4.1 The Subcontractor undertakes to maintain in force all ~~permits~~ necessary for the execution of the Services which form the subject of the present contract and to pay all taxes or dues related to said ~~permits~~.

5. Liability

5.1 The Sub-Contractor shall be liable towards the Company, the clients or any other ~~person~~, ~~damages~~ or loss resulting or caused during the execution of the Services which form the subject of the present contract.

5.2 To ~~that~~ effect, the Subcontractor undertakes to ~~maintain~~ in force one or more general liability insurance policies with sufficient coverage relating to the Services which form the subject of the present contract.

5.3 The Subcontractor **also** undertakes to indemnify and hold the Company harmless *against* any action or claim instituted against the Company which resulted from he Services which ~~form~~ the subject of the present contract.

6. Termination of the Contract

6.1 The parties can terminate the present contract following a 30-day written notice.

6.2 However, the Company or the Sub-Contractor *can* immediately terminate the present contract with *cause* or should the other party fail to offer a significant volume of **Services** or significant availability to give effect to the present contract.

6.3 Amendments to the present contract may only be made in a writing signed by **both parties**.

6.4 The present contract is governed and ~~shall be interpreted~~ according to the laws of the **Province** of Quebec.

6.5 The parties have requested ~~that this~~ agreement be prepared in English. Les parties ont demandé à ce que cette convention soit rédigée **en** anglais.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS
CONTRACT ON _____
2001.**

[The Company]

Per _____

[The Sub-Contractor]

Per _____

A MEMBER'S REMINDER !!

Application for Withdrawal Cards should be made if a member is:

laid-off, quits, discharged, retires, off due to illness or injury, off on W.S.I.B., maternity leave, parental leave, or other reason for an extended period of time.

**Requesting a withdrawal card is your responsibility,
and not that of your Steward or Business Representative.**

**Please call the Union office to apply for your withdrawal card
as soon as you stop working.**

**TEAMSTERS LOCAL UNION 91
1300 AGES DRIVE -- OTTAWA, ON K1G 5T4
PHONE: 613-247-9191 - FAX: 613-247-0391**

**E-MAIL ADDRESS: info@teamsters91.ca
WEB SITE - www.teamsters91.ca**

LOCAL 91 EXECUTIVE BOARD - revised August 2004

President	André R. Papineau
Vice President	Jean Rochon
Secretary-Treasurer	Mark Middleton
Recording Secretary	Mike Lalonde
Trustee	Lorraine Currier
Trustee	Tracey Hart
Trustee	Dan Napier

PLEASE ADVISE US OF ANY CHANGE IN YOUR ADDRESS

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