

COLLECTIVE AGREEMENT

BETWEEN

GATEWAY DELIVERY

(Hereinafter referred to as the "Company")

- and -

TEAMSTERS LOCAL UNION 91

(Hereinafter referred to as the "Union")

Effective: April 1, 2004
Expiry: March 31, 2007

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ARTICLE 1 - PREAMBLE & RECOGNITION

- 1.01 The purpose of the present Agreement is to establish orderly relations between the parties, to set rates of remuneration for services and other working conditions for employees (if any) and Owner Operators/Dependant Contractors covered by this Collective Agreement, as well as to promote good relations and a climate of cooperation between the Company and the parties represented by the Union.

The Company does hereby recognize the Union as the sole and exclusive bargaining agent for all employees and Owner Operators/Dependant Contractors engaged by the Company, working in and out of the City of Ottawa, excluding supervisors, those persons above the rank of supervisor, office and sales staff.

The term "Owner Operator/Dependant Contractor" shall mean all "Owner Operators/Dependant Contractors" who are engaged as drivers and own their own vehicles. The Company and the Owner Operators/Dependant Contractors consider their relationship to be, that of Company/Contractor-Owner Operator and not Employer/Employee and nothing herein shall be read as expressing a contrary intent.

- 1.02 All Owner Operators/Dependant Contractors shall, as a condition of their engagement, be subject to this Collective Agreement and may enter into individual contracts with the Company, the terms of which may expand but not conflict with the terms of this Agreement.

It is agreed that one position designated as lead hand/supervisor by the Company shall not be considered part of the bargaining unit. The work of the lead hand/supervisor shall not include assignments to work normally performed by members of the bargaining unit until after all reasonable efforts have been made to have the work performed by bargaining unit members. In no case will the work performed by the lead hand/supervisor result in the layoff of a member of the bargaining unit nor serve to prevent the creation of new routes. The lead hand/supervisor may perform bargaining unit work only in the cases of uncovered absences, temporary fluctuation of volumes or to prevent service failures.

- 1.03 The effective date of this Agreement shall be from April 1, 2004 until March 31, 2007.
- 1.04 Wherever in the reading of this Collective Agreement, the masculine gender or the singular case is used it shall be understood to include the feminine gender and the plural case.

ARTICLE 2 - UNION SECURITY

- 2.01 It is agreed that all Union members shall maintain their Union membership in good standing for the duration of this Collective Agreement as a condition of their engagement.
- 2.02 All Owner Operators/Dependant Contractors must authorize the Company to deduct from their settlement 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.

- 2.03 Unless the Company is otherwise notified, all Owner Operators/Dependant Contractors shall, as a condition of their continued engagement, authorize the Company to deduct an amount equal to the Local Union's initiation Fees in instalments of Twelve dollars and Fifty cents (\$12.50) per settlement period after the completion of the probationary period. This deduction shall continue until the Initiation Fee is paid in full.
- 2.04 The Company agrees to remit such monies so deducted to the Head Office of the Local Union along with a list of the Owner Operators/Dependant Contractors from whom the money was deducted at the same time as the Union dues are remitted. The Union agrees to indemnify and save harmless the Company for any and all amounts deducted and remitted to the Union in accordance with this Article.
- 2.05
- a) The Company agrees, for the duration of this Collective Agreement, to deduct from each settlement cheque the regular dues of any Owner Operator/Dependant Contractor under the scope of this Collective Agreement and to remit such monies so deducted to the Head Office of the Local Union along with a list of the Owner Operators/Dependant Contractors from whom the monies were deducted, not later than the tenth (10th) day of the month following the date upon which such monies were deducted. The check off list will include Social Insurance Numbers and names designated by terminals within the jurisdiction of the Local Union.
 - b) The Union will notify the Company in writing of any arrears in dues for any reason or any arrears in Initiation or Re-Initiation Fees and the Company will immediately commence deductions in amounts prescribed by the Local Union in such written notice and forward such monies to the Local Union along with the monthly dues as provided for above. Such notice of arrears served on the Company shall prescribe settlement deductions of not more than the equivalent of one month's dues at the appropriate Local Union's rate per settlement period. The Union will refund directly to the Owner Operator/Dependant Contractor any such monies deducted in error along with confirmation of such refund to the Company.
 - c) The Union will supply the Company with a supply of printed checkoff forms which shall provide a column for "Dues", "Arrears in Dues", "Initiation and Re-Initiation Fees". The Company shall, each settlement period, add the name of each new Owner Operator/Dependant Contractor contracted since the remittance of the previous checkoff along with the starting date and the Company shall give an explanation alongside the name of each Owner Operator/Dependant Contractor who appeared on the previous month's checkoff sheet for whom a remittance is not made for any reason.
 - d) The checkoff and cheques for the Union dues deducted, must be in the office of the Local Union not later than the tenth (10th) day of the month following the month in which the monies were deducted. If the checkoff and the cheques have not arrived by the tenth (10th) day of the month, the Local Union Secretary- Treasurer will, by Registered Mail, so notify the delinquent Company who will insure that the Company remits the cheque within seven (7) days of receipt of the notification.

- e) The deduction of Union dues shall be made **from** every Owner Operator/Dependant Contractor including, but not limited to, probationary Owner Operators/Dependant Contractors.
- f) The Company shall show the yearly Union monthly dues deductions on the Owner Operators/Dependant Contractors' Statement of Settlement.

2.06 The Company shall distribute to each Owner Operator/Dependant Contractor a Union supplied copy of the Collective Agreement.

ARTICLE 3 - COMPANY FUNCTIONS

3.01 The Union recognizes the exclusive right of the Company to operate its establishment and equipment and to manage its undertakings as it sees fit, subject only to the restrictions imposed by law or by the provisions of this Collective Agreement. Without limiting the generality of the foregoing, the Union recognizes that it is the Company's right to:

- a) administer the Company, including the right to study and introduce new methods, to increase or reduce the number of Owner Operators/Dependant Contractors, to modify its route structures as well as its schedules of work;
- (b) dispatch or assign deliveries to Owner Operators/Dependant Contractors for completion;
- (c) to temporarily or permanently cancel contracts with the Owner Operators/Dependant Contractors with just cause;
- (d) to maintain standards of service, productivity and behavior within its establishment; and;
- (e) to contract with, communicate and supply services to its clients.

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

ARTICLE 4 – DISCRIMINATION

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

4.02 After notifying a member of management at the work site, the Union Business Representative shall be allowed to enter the Company's premises to deal in the administration of the Collective Agreement provided he does not interfere or interrupt the normal operations of the Company.

ARTICLE 5 - STEWARDS

- 5.01 The Company acknowledges the right of the Union to appoint a minimum of one (1) Steward per shift per facility. It is understood the Union can appoint alternate Shop Stewards to replace Shop Stewards who are absent due to leave of absence, sickness, work or non work-related accidents, or any other absence provided for in this Agreement.
- 5.02 a) Grievances shall be processed during the normal working hours of the Steward. In the event that the time spent by the Steward meeting with the Company for the purpose of processing a grievance would result in a loss of the Steward's usual and regular earnings, an hourly rate of **\$15.00** shall apply. The meeting shall be on the Company property or at any other place that is mutually agreed upon by the Union and the Company.
- b) If the Company representative is unable to meet the Steward during the Steward's normal working hours, the Steward shall be compensated for all time spent during the processing of the grievance with the Company on the Company's property or at any other place which is mutually agreed upon by both the Union and the Company.
- 5.03 The Union will inform the Company in writing of the name of the Steward and alternate Steward and of any subsequent change in the name of the Stewards. The Company shall not be asked to recognize any Steward until such notification from the Union has been received.
- 5.04 The Company will notify the Union simultaneously by facsimile or same day courier delivery or personal contact with the Business Agent immediately upon the suspension or cancellation of a Steward's contract.
- 5.05 For the purpose of temporary and permanent contract cancellations and job postings the Steward shall be established on the start date list as "second man". In a case where there is more than one (1) Steward, the Steward with the earliest start shall be the Steward for the purpose of applying this clause.
- 5.06 For the purpose of processing specific grievances or disputes, Business Representatives and Stewards shall have access to relevant records.

ARTICLE 6 - GRIEVANCE CED & ARBITRATION

- 6.01 (a) Business days will be considered as Monday to Friday for the purpose of applying this Article. The term "business day" does not include Saturdays, Sundays or Statutory Holidays, being New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Christmas Day and Boxing Day.

- (b) The term “grievance” refers to any dispute concerning interpretation, application or alleged violation of any clause in this Collective Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined if necessary, by arbitration. There shall be an earnest effort on the part of both parties to settle such grievances promptly through the following steps at which steps the grievor may be accompanied by the Steward and/or Business Representative.

6.02 (a) STEP 1, Verbal Step

Any Owner Operator/Dependant Contractor having a problem which may give rise to a grievance, must discuss it first with the immediate supervisor or designate, accompanied by an available Union steward if so desired and subject to the steward obtaining permission, which permission shall be granted at a time convenient for operational purposes, to attend said meeting in order to attempt to settle the concern. The supervisor or designate will give his answer as soon as possible, but not later than five (5) business days following the discussion.

(b) STEP 2, Written Step

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

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

At a monthly meeting established between the Company and the Union, the parties will meet to discuss and attempt to resolve the grievance. The Company will give its written response to the grievance to the Union Business Representative within the ten (10) business days following the meeting or the expiry of the time limit set to hold such meeting, A copy of the response shall be provided to the grievor and the steward concerned.

The meeting will be held on a mutually agreed, predetermined date. It is understood that this meeting will be held at the location where the grievance originated or at a site mutually agreed upon.

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

- 6.03 In cases of suspension, termination or cancellation of an Owner Operators/Dependant Contractors contract, a grievance may be filed at the written step of the grievance procedure by submitting it to the manager or his designate within the ten (10) business days following such occurrence.

6.04 POLICY OR GROUP GRIEVANCE

The Union may make and submit a grievance, commencing at the written step, in the name of a group of Owner Operators/Dependant Contractors or on behalf of the Union as such within ten (10) business days following knowledge of the facts giving rise to the grievance.

6.05 COMPANY GRIEVANCE

Any grievance submitted by the Company will be filed at the written step of the grievance procedure by submitting it in writing to the Union Business Representative or the President of the Local Union within ten (10) business days following knowledge of the facts giving rise to the grievance.

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

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

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

6.07 All decisions taken by mutual agreement in writing and signed between the designated representatives of the Company and the Union, at any time during the grievance and arbitration procedures, shall be final and binding upon the Company, the Union and the Owner Operators/Dependant Contractors.

In the event a written grievance is withdrawn or resolved by a steward, such grievance will be signed by the steward, the griever and the Company. The Company will forward a copy of the withdrawn grievance to the Union.

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

The grievance shall be submitted to a sole arbitrator chosen by mutual agreement. If the parties fail to agree upon a neutral arbitrator within fifteen (15) business days after either party has served written notice on the other party of its intention to refer the matter to a neutral arbitrator, either party may request the Minister of Labour to appoint a neutral arbitrator.

6.09 The Arbitrator's decision shall be final and bind the Company, the Union and the Owner Operators/Dependant Contractors concerned. The Arbitrator shall not have the right to alter or change any provisions in this Collective Agreement or substitute any new provisions in this Collective Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Collective Agreement. The Arbitrator shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance.

6.10 Each of the parties hereto shall bear their own legal expenses and will equally bear the fees and expenses of Arbitrator.

- 6.11 All monetary grievances that are mutually agreed upon, shall be paid the following settlement period, either by separate cheque or, in the alternative, the regular cheque shall be accompanied by a written statement outlining the amount and grievance settlement involved.
- 6.12 Any Owner Operator/Dependant Contractor covered by this Collective Agreement when called into the Company's office for any discussion which could result in the cancellation or suspension of a contract or a grievance shall be informed of his right to be accompanied by a Steward or Business Representative.
- 6.13 In the event an Owner Operator's contract is temporarily cancelled, he may choose one of the following options:
- accept the temporary cancellation of his contract. A griever electing this option will be deemed to have forfeit his rights under the grievance and arbitration procedures;
 - grieve the temporary contract cancellation and remain on the job until the grievance is resolved. The sanction will be considered to be imposed at the time dispensed however, the Owner Operator/Dependant Contractor electing this option will serve the temporary contract cancellation, (if maintained), once the grievance is resolved or abandoned by the Union. The Union agrees it will not delay the processing of such grievances.

The above does not apply in cases of permanent contract cancellation.

- 6.14 Owner Operators/Dependant Contractors who have their contract permanently cancelled will have their cancellation and reason confirmed in writing and their settlement will be mailed by Registered Mail to their last known address within ten (10) business days from the time of their contract being cancelled. Owner Operators/Dependant Contractors who cancel their contract voluntarily shall have all monies owing them paid not later than the following settlement period and after all company property has been returned. The hold back shall be paid out in accordance with Article 14.03 of the present agreement.
- 6.15 All penalties must be issued in writing, to the Owner Operator/Dependant Contractor within the first, ten (10) business days of the Owner Operator's regular work schedule (excluding Saturdays, Sundays and Statutory Holidays) from the time the infraction became known to the Company with a copy to the Local Union.
- 6.16 A penalty imposed in the case of an Owner Operator/Dependant Contractor shall become null and void twelve (12) months after the date of the imposition provided that no additional penalty has been imposed during such twelve (12) month interval.
- 6.17 Nothing in the Company Procedures, Rules and Regulations shall deprive Owner Operators/Dependant Contractors of the right to challenge a penalty through the regular grievance procedure. All infractions of the Highway Traffic Act and Municipal By-Laws shall be the responsibility of the Owner Operator/Dependant Contractor except those which are, by their nature, the responsibility of the Company.

6.18 An Owner Operator/Dependant Contractor shall sign a statement attesting receipt of the written report (as referenced at clause 6.15). His signature does not constitute an acceptance of the facts outlined therein, but only receipt of the written report.

6.19 a) An Owner Operator/Dependant Contractor must immediately notify the Company in the event he receives a criminal conviction, moving violation or license suspension/revocation.

Except in the case of criminal convictions and moving violations, where the driving permit of an Owner Operator/Dependant Contractor is suspended or revoked for a period less than twelve (12) months, the Owner Operator's contract will not be permanently cancelled.

At the discretion of the Company, an Owner Operator's contract may be cancelled in cases including, but not restricted to, a conviction for impaired driving, all of which is subject to the exercise of any right to appeal. In cases of successful appeal, it is agreed and understood that the Owner Operator/Dependant Contractor shall be reintegrated subject to the following:

For a period of one hundred and eighty (180) days following reinstatement of the license, the first vacant and available contract for which the Owner Operator/Dependant Contractor is qualified and suitable will be offered to such Owner Operator/Dependant Contractor, failing which his contract shall be deemed permanently cancelled.

b) It is understood that the Owner Operator/Dependant Contractor must be able to provide the required and suitable equipment for said contract. It is understood and agreed that should a contract be assigned under the provisions of this Article, such assignment shall not be the subject of grievance or arbitration proceedings under the terms of this Collective Agreement.

c) When an Owner Operator/Dependant Contractor granted special leave under this Article regains his driving permit, he will notify the Company within fourteen (14) days thereafter. The Company will authorize any additional time required for the administrative renewal of the driving permit.

In cases where it is not possible for the Owner Operator/Dependant Contractor to return to his original posted contract, the process outlined foregoing shall apply.

An Owner Operator/Dependant Contractor may avail himself of such leave only once during the term of this Collective Agreement.

ARTICLE 7 - STRIKES, LOCKOUTS & PICKET LINES

7.01 During the term of this Collective Agreement, there shall be no lockout by the Company or any strike, sit down, work stoppage or suspension of work either complete or partial for any reason by the Owner Operators/Dependant Contractors.

- 7.02 The Company acknowledges the right of Owner Operators/Dependant Contractors to refuse to cross a picket line. In the event an Owner Operator/Dependant Contractor exercises his right of refusal, he must immediately advise his lead hand/supervisor.
- 7.03 In the event of such cases, a meeting will be held in order to mutually agree on a policy.

ARTICLE 8 - START DATE

- 8.01 Start Dates shall be by the most recent date of hire or engagement.
- 8.02 The purpose of the start date list is to provide a mechanism governing work preference, temporary contract suspensions and re-engagement. In the event of contract suspensions, the Company shall consider:
- (1) the most recent start date of the Owner Operator/Dependant Contractor.
 - (2) the suitability of the Owner Operator's equipment and the qualifications of the Owner Operator/Dependant Contractor, except where these are relatively equal, the Owner Operator's start date shall be the determining factor.

For purposes of clarification, an Owner Operator/Dependant Contractor whose contract is cancelled and who qualifies under this Section may displace the most junior Owner Operator/Dependant Contractor.

- 8.03 Start date lists containing the names and starting date of Owner Operators/Dependant Contractors will be posted every three (3) months. A start date list containing the names and address of Owner Operators/Dependant Contractors will be forwarded to the Union annually during the month of July of each year.

In cases of identical start dates, last names followed by first names will be entered on the list in alphabetical order. Any subsequent name change will not affect the order of original placement on the list.

It shall be the Owner Operator's responsibility at all times to keep the Company informed as to his/her correct home address.

- 8.04 Owner Operators/Dependant Contractors shall be considered probationary until placed on the start date list following ninety (90) calendar days from the first day of active engagement. For greater clarity, an Owner Operator/Dependant Contractor whose contract is cancelled during the probationary period shall not have access to the grievance and arbitration process.
- 8.05 An Owner Operator's contractual relationship with the Company shall cease and will be deemed terminated if:
- a) he voluntarily resigns or cancels his contract;
 - b) justifiably has his contract cancelled;

- c) has his contract temporarily cancelled and fails to return within twenty-four (24) hours of personal contact or fails to return within seven (7) calendar days of the date of a Registered Letter to his last known address in all other circumstances;
- d) accepts a contract other than that declared as the basis for a leave of absence;
- e) fails to provide services for more than three (3) days without permission from the Company;
- f) has his/her contract temporarily cancelled and is not recalled for more than twenty-four (24) consecutive months.

8.06 Absence of a duration of twenty-four (24) months or less due to bona fide illness or injury shall not be cause for permanent contract cancellation provided the Owner Operator/Dependant Contractor notifies the Company of such illness or injury and of the date he is able to return to his contract. An Owner Operator/Dependant Contractor shall not be required to submit to the Company a medical certificate unless the absence is of a duration of three (3) consecutive days or more.

In the case of an absence due to illness or injury of ninety (90) days or less, the Owner Operator/Dependant Contractor shall return to his original posted contract.

Where an Owner Operator/Dependant Contractor provides his approved replacement driver in accordance with clause 13.01, he shall retain the right to return to his original posted contract for a period not exceeding twelve (12) months.

In the case of an absence of a duration more than ninety (90) days or twelve (12) months, as the case may be, the Owner Operator/Dependant Contractor may return as follows:

For a period of one hundred and eighty (180) days, the first vacant and available contract for which the Owner Operator/Dependant Contractor is qualified and suitable will be offered to such Owner Operator/Dependant Contractor, failing which his contract shall be deemed permanently cancelled.

It is understood that the Owner Operator/Dependant Contractor must be able to provide the required and suitable equipment for said contract. It is understood and agreed that should a contract be assigned under the provisions of this Article, such assignment shall not be the subject of grievance or arbitration proceedings under the terms of this Collective Agreement.

In the case of any extended absence, the Owner Operator/Dependant Contractor shall provide regular updates and medical certification to the Company.

Where the absence is of a known duration that exceeds these parameters, it will not be necessary to hold the original posted contract open.

- 8.07 Notwithstanding that Owner Operators/Dependant Contractors have a start date on which they are engaged, Owner Operators/Dependant Contractors who have their contract temporarily cancelled and are not re-engaged may apply for another open contract. Provided an Owner Operator/Dependant Contractor has the qualifications and equipment necessary available for a contract, he shall be given preference before any new Owner Operator/Dependant Contractor is engaged. If an Owner Operator/Dependant Contractor accepts another contract, his start date shall be unchanged however, he shall relinquish all re-engagement rights to the contract from which the Owner Operator/Dependant Contractor had his contract temporarily cancelled.
- 8.08 All new or vacant ongoing contract shall be posted immediately or as soon as reasonable possible **and shall remain posted for a period of five business days.** The information which shall appear on the posting will include, but is not restricted to the following:
- an indication of the geographic area to which the posting applies;
 - the duration of the contract;
 - the schedule and hours of work;
 - a description of the contract including the general boundaries as they exist at the time of the posting, the estimated number of stops and the approximate mileage;
 - the qualifications and equipment, resources including helpers and assistants required for the work and for the continued servicing of the contract;
 - the settlement basis;
 - any requirement for individual contractual arrangement with the Owner Operator.

Copies of the posting shall be maintained and will be available to the Steward upon request.

It is understood that the equipment required for the contract and specified in the posting must remain in compliance, any exception to this provision is subject to the consent of the Company, failing which the contract may be deemed to be vacant and will be posted

- 8.09 Owner Operators wishing to apply for a posted contract must do so within five (5) business days of the posting period using the form or manner established by the Company.

With respect to new accounts, posted contracts shall be assigned upon a consideration of start date, capability for the contract, the vehicle required for such contract, convenience, training for such contract, 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 in the assignment of such contract.

It is the responsibility of all Owner Operators/Dependant Contractors to check the posting boards at the appropriate terminal for any new, additional postings.

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

ARTICLE 9 - TRANSFER OF COMPANY TITLE OR INTEREST & MERGERS

9.01 The Company agrees to advise the Union in writing in the event it acquires by purchase the affairs or operations of another company which are of such a nature to be covered by the bargaining certificate granted to the Union, and where such operations were to be merged with the existing operations of the Company.

The issue of dovetailing the Owner Operators/Dependant Contractors' start date shall be determined by mutual agreement between the Company and the Union.

In the event that as a result of a Purchase-Merger, closure of a depot, or relocation of operations, Owner Operators/Dependant Contractors covered by the Collective Agreement whom have their contract permanently cancelled, will be provided severance pay as per the provisions of the **Canada Labour Code**.

ARTICLE 10 - LEAVE OF ABSENCE FOR WORK WITH TEAMSTERS UNION

10.01 In the event that the Union requires the services of one of its members to work for the Teamsters Union, the Company agrees to grant such Owner Operator/Dependant Contractor an indefinite leave of absence. The Union must advise the Company, in writing, at least thirty (30) days in advance, of the date on which the Owner Operator/Dependant Contractor will commence his leave.

It is agreed and understood that a Union Leave of absence shall not be required for more than one (1) Owner Operator/Dependant Contractor, during the term of this Collective Agreement.

Upon expiry or revocation of this leave, the Owner Operator/Dependant Contractor will immediately notify the Company in writing of his desire to be re-engaged.

For a period of one hundred and eighty (180) days, the first vacant and available contract for which the Owner Operator/Dependant Contractor is qualified and suitable will be offered to such Owner Operator/Dependant Contractor, failing which his contract shall be deemed permanently cancelled.

It is understood that the Owner Operator/Dependant Contractor must be able to provide the required and suitable equipment for said contract.

In the event that the contract offered is declined by the Owner Operator/Dependant Contractor, there shall be no further obligation to re-engage the Owner Operator/Dependant Contractor.

It is understood and agreed that should a contract be assigned under the provisions of this clause, such assignment shall not be the subject of grievance or arbitration proceedings under the terms of this Collective Agreement.

ARTICLE 11 - VEHICLES

- 11.01 (a) It is to the mutual advantage of both the Company and the Owner Operator/Dependant Contractor that Owner Operators/Dependant Contractors shall not operate vehicles which are not in a safe operating condition and not equipped with the safety appliances required by law.
- (b) It shall be the duty and responsibility of the Owner Operator/Dependant Contractor to maintain his vehicle in a safe operating condition in accordance with the Department of Transport's regulations.
- (c) The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Owner Operator/Dependant Contractor.

1 11.02 Decals and Painting

All delivery vehicles must be painted or **decaled** in a professional manner. Each vehicle must have the appropriate **signage** as required by the Company's client that **the** Owner Operator/Dependant Contractor is assigned to. The rules governing the decals are as follows:

- All vehicles will be **decaled** with the appropriate decals as required by the Company and at the cost of the Company.
- The Company will arrange for all decals to be applied.
- The Owner Operator/Dependant Contractor will be required to deliver and pick up his/her vehicle at the designated installation location in the Ottawa area.
- If an Owner Operator/Dependant Contractor leaves the Company, the cost of removing the decals will be borne by the Owner Operator/Dependant Contractor.
- If an Owner Operator/Dependant Contractor changes his vehicle within one **(1) year** after the installation of the decals, the cost of the new decal and its installation will be **equally** borne by the Owner Operator/Dependant Contractor **and the Company**.
- If an Owner Operator/Dependant Contractor changes his/her vehicle **after one (1) year** the cost of the new decal will be borne by the Company.

11.03 Vehicle Condition

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

Generally, it is understood that light duty vans and smaller vehicles supplied by the Owner Operator/Dependant Contractor shall be late model, which has been in use in any capacity, not longer than five (5) to six (6) years.

Larger and heavier duty vehicles, including diesel cube vans supplied by the Owner Operator/Dependant Contractor shall be late model, which has been in use in any capacity, not longer than six (6) to seven (7) years.

Regardless of years of use, all equipment must be rust and damage free, and clean in appearance at all times.

Vehicles shall be white in color and **will** be a standard style and type of cargo van, cube van, **3-ton** or **5-ton** straight truck. The Company reserves the right to qualify or disqualify any non-standard type of vehicle.

Such vehicles shall be maintained and kept in good repair at the Owner Operator's expense. The Owner Operator/Dependant Contractor shall be in compliance with the guidelines set by the Ministry of Transportation for vehicle maintenance, inspection and operation.

Depending on age and condition, the Company at its sole discretion reserves the right to extend the length of use of any vehicle beyond the length of service time frames set in the Collective Agreement

ARTICLE 12 - MEDICAL EXAMINATIONS

- 12.01 Any medical examination requested by the Company shall be promptly complied with by all Owner Operators/Dependant Contractors provided, however, that any expense not covered by the provisions outlined in the Health and Welfare Article will be paid by the Company.
- 12.02 Except as required by the physical nature of the job, medical requirements applied by the Company shall not exceed those applied by the Department of Transport as it relates to drivers' licenses.

ARTICLE 13 - GENERAL

- 13.01 All Owner Operators/Dependant Contractors shall be responsible for having their dispatched deliveries completed at all times, either personally or by a replacement pre-approved by the Company.

All Owner Operators/Dependant Contractors shall personally operate their vehicles, except for the purpose of training the pre-approved assistant or replacement.

In the event that an Owner Operator/Dependant Contractor is not able to complete his dispatched deliveries for any reason, he must arrange for his suitable replacement. The Owner Operator/Dependant Contractor will advise the Company no later than 6 am on the day of the occurrence.

Failing compliance with the provisions of this clause, the Owner Operator/Dependant Contractor may be subject to a temporary or permanent cancellation of his contract.

In cases where an Owner Operator/Dependant Contractor does not arrange for his suitable replacement, the Company will not deduct any additional costs that may be incurred to have the work completed by the contracting out of his dispatched deliveries.

13.02 No Owner Operator/Dependant Contractor will be allowed to represent or act on behalf of, or control, more than one **Truck** (one truck, one driver) for or on behalf of Gateway Delivery or its customers. No Owner Operator/Dependant Contractor shall hold a direct or indirect interest in any other contract between the Company and other Owner Operators/Dependant Contractors. Vehicles **must** be owned outright or leased through a commercial leasing or rental agency unless **otherwise** agreed to with the Company.

For a period not to exceed twenty-five (25) business days once per calendar year the Owner Operator/Dependant Contractor is permitted to substitute his or her employees as another driver for his or her vehicle.

13.03 Technological Changes -

In the event the Company makes changes to the type of equipment required to complete the services, and such change has a material impact on the Owner Operator's cost of providing the services, the Compensation Committee will review and discuss the impact and develop recommendations to be brought forward to the Company and the Union. This provision shall not be interpreted or applied to hinder or reduce the effect of Article 3 of the Collective Agreement (Company Functions).

13.04 Parking Permits

The Company shall reimburse the Owner Operator on specific downtown Ottawa routes for the cost of their annual parking permits. For clarity, it is generally understood that these routes are:

- 865 - Jennifer Valenta
- 894 - Sergei Tarpan
- 8100 - Gennadi Brianski

The cost of the permits is understood to be **\$105.00** per permit.

ARTICLE 14 - SETTLEMENT PERIOD

14.01 Settlement cutoffs will be based upon a bi-weekly system (two weeks in arrears) and shall continue to be on a "Direct Deposit" basis. Minor settlement shortages, when brought to the attention of the Company, will be issued on the next scheduled Settlement Payment. Shortages of twenty-five dollars (\$25.00) or more attributable to the Company, will be paid within forty-eight (48) hours of being reported.

14.02 An Owner Operator/Dependant Contractor shall provide his daily records to the Company and shall be provided copies of his/her records from the Company on a weekly basis.

14.03 The Owner Operator/Dependant Contractor authorizes a hold back of One Hundred Dollars (\$100.00) per settlement period to be deposited under the Owner Operator's name in the Company accounts until Two Thousand dollars (\$2,000.00) has accrued. The Two Thousand Dollars (\$2,000.00) held in the Company's account is a deposit against any deductibles and any bad debts which may be incurred by the Owner Operator/Dependant Contractor or any cost deemed to be the responsibility of the Owner Operator/Dependant Contractor.

The Company shall provide a detailed accounting of any charges to the account of the Owner Operator/Dependant Contractor. Interest shall be calculated on the minimum monthly balance of the Hold Back Account and paid annually, in August of each year, at the rate of four percent (4 %) per annum. The Company will provide a statement of interest paid to the Owner Operator/Dependant Contractor by September of every year.

Amounts held in excess of Two Thousand dollars (\$2,000.00) will be refunded to the Owner Operator/Dependant Contractor on the settlement which immediately follows discovery of the overage.

In the event that the balance should fall below Two Thousand dollars (\$2,000.00), deductions will commence at the prescribed rate of One hundred dollars (\$100.00) per settlement period until such time as the required balance is maintained.

Funds from the Hold Back Account will be released to the Owner Operator within ninety (90) days of permanent cancellation of his/her contract. The Owner Operator will receive fifty percent (50%) of the hold back account within the first forty-five (45) days and the remainder of the hold back within ninety (90) days following permanent cancellation of his/her contract. The funds may be released earlier than ninety (90) days at the sole discretion of the Company.

14.04 In the event an Owner Operator provides his/her own vehicle insurance as outlined in Clause 19.01. The Owner Operator authorizes a hold back of Fifty Dollars (\$50.00) per settlement period to be deposited under the Owner Operator's name in the Company account until Five Hundred Dollars (\$500.00) has been accrued. The Five Hundred Dollars (\$500.00) held in the Company's account is a deposit against any bad debts which may be incurred by the Owner Operator or any cost deemed to be the responsibility of the Owner Operator.

The Company shall provide a detailed accounting of any charges to the account of the Owner Operator. Interest shall be calculated on the minimum monthly balance of the Hold Back Account and paid annually, in August of each year, at the rate of four percent (4%) per annum. The Company will provide a statement of interest paid to the Owner Operator.

Amounts held in excess of Five Hundred dollars (\$500.00) will be refunded to the Owner Operator on the settlement which immediately follows discovery of the overage.

In the event that the balance should fall below Five Hundred dollars (\$500.00), deductions will commence at the prescribed rate of fifty dollars (\$50.00) per settlement period until such time as the required balance is maintained.

Funds from the Hold Back Account will be released to the Owner Operator within ninety (90) days of permanent cancellation of his/her contract. The Owner Operator will receive fifty percent (50%) of the hold back account within the first forty-five (45) days and the remainder of the hold back within ninety (90) days following permanent cancellation of his/her contract. The funds may be released earlier than ninety (90) days at the sole discretion of the Company.

Proof of removal of all Company requested logos or decals must be supplied prior to any hold back funds being released.

Furthermore, all Company equipment and or property must be returned prior to any funds being released, and **all** outstanding claims against the Owner Operator (e.g. Charge-backs for damage to goods or property) shall be resolved.

ARTICLE 15 - BULLETIN BOARDS

15.01 The Company agrees to permit posting of any notice of Union meetings or functions on a bulletin board conspicuously placed and provided for that purpose provided they are authorized and signed by an officer of the Local Union. Union notices and communiques shall not contain any matters of a political or prejudicial nature with respect to the Company, its agents or mandatories.

ARTICLE 16 - ANNUAL LEAVE

16.01 Annual leave will be granted at the times most desired by an Owner Operator/Dependant Contractor. An Owner Operator/Dependant Contractor, in order of start date, must notify the Company of his preferred annual leave before April 30th of each year and thereafter such schedules shall not be changed unless mutually agreed to by the Owner Operator/Dependant Contractor and the Company. Owner Operators/Dependant Contractors wishing to split annual leave periods can only exercise their start date rights for one period. Requests for annual leave periods shall not be unreasonably denied.

The Union and the Owner Operators/Dependant Contractors acknowledge that Annual Leave may not be granted during the blackout periods of January 2 to January 31 and August 15 to September 30 of each year.

All Owner Operators/Dependant Contractors will be responsible for having their contracted route covered by a replacement pre-approved by the Company unless otherwise mutually agreed.

ARTICLE 17 - HEALTH SERVICES AND PENSION PLANS

17.01 The Company will abide by the laws governing payment of the Employers Health Tax as it relates to Owner Operators/Dependant Contractors. The Owner Operator/Dependant Contractor will abide by the laws governing payment of the Employers Health Tax as it relates to his assistants and replacements. The Company may request reasonable notice and confirmation of compliance from the Owner Operator/Dependant Contractor.

17.02 Health & Welfare –

The Company agrees to inform the Owner Operators/Dependant Contractors of any Health Insurance Benefits plan that may become available. Where the Owner Operator/Dependant Contractor elects to participate in such plan, the premiums shall be for the account of the Owner Operator/Dependant Contractor. The Company agrees to deduct and remit the required premium on behalf of any Owner Operator/Dependant Contractor that may elect to participate in such plan.

17.03 Workers' Safety and Insurance Board -

The Company will abide by the laws governing payment of the Workers' Safety and Insurance Board premiums as it relates to Owner Operators/Dependant Contractors. The Owner Operator/Dependant Contractor will abide by the laws governing payment of the Workers' Safety and Insurance premiums as it relates to the assistants and the replacements of the Owner Operator/Dependant Contractor. The Company may request reasonable notice and confirmation of compliance from the Owner Operator/Dependant Contractor.

ARTICLE 18 - UNIFORMS

18.01 The present Company policy concerning uniforms is maintained for the duration of this Collective Agreement.

ARTICLE 19 - INSURANCES AND LICENCES

19.01 The Company will provide an appropriate motor carrier authority vehicle licence authorizing transportation of the freight provided by the Company for the Owner Operator's trucking equipment while in use under this Collective Agreement, where applicable.

All Owner Operators/Dependant Contractors are required to maintain the minimum Public Liability and Property Damage insurance required by the Company. Where an Owner Operator/Dependant Contractor arranges his own coverage, coverage shall be equal to or better than the plan offered by the Company to Owner Operators/Dependant Contractors. The Owner Operator/Dependant Contractor shall provide confirmation of the policy and coverage as required by the Company. The frequency of the provision of said confirmations shall not be more than on a monthly basis.

19.02 The present Company policies concerning communications fees and administration fees are maintained for the duration of this Collective Agreement.

ARTICLE 20 – SETTLEMENT

20.01 A Drivers Committee will be established consisting of two (2) Owner Operators appointed by the Union and two (2) representatives of the Company.

The Committee shall meet quarterly or at such other times, as may be agreed upon with the Company to review any anomalies arising from rate adjustments in this Agreement, Average Driver Earnings and any dispute arising from the calculations for any special rates which may be authorised by the Company for certain stops or deliveries which are outside of normal situations.

The Committee will meet once a month for the first three months after ratification of this Agreement, and then on a quarterly basis.

20.02 Following a review of the revenues for the annual period ending August 31 and where collectively the owner operators have experienced a reduction to eighty five percent (85%) or less of their revenues for the comparative prior period (year), the parties are agreed to **re-open** and renegotiate the monetary terms and conditions of this collective agreement.

In addition to the foregoing, the yearly revenues of the owner operators will be monitored on an annual basis. The period being monitored will be from September 1 to August 31.

The Union will notify the Company of its desire to renegotiate such monetary items within a period of thirty (30) days from the time such required data is made available to the Compensation Committee and/or the Union.

20.03 A minimum daily rate in respect of the following "higher mileage" routes is agreed as follows:

- Route 842 - \$250.00 per day - based upon an average of 450 km/day
- Route 836 - \$350.00 per day - based upon an average of 650 km/day

In the event that the average kilometers are materially different than above, the Rate Committee will meet to review such rates.

The average daily revenues of each of these Owner Operators/Dependant Contractors and routes will be calculated based upon the total revenue received in each quarter, divided by the total number of days worked. In the event this average daily revenue is less than the daily minimum, a "top-up" payment will be paid quarterly. The daily minimum will be paid or deducted, such that an Owner Operator/Dependant Contractor who receives a "top-up" payment in a quarter may be required to return that payment if his average daily revenue exceeds the minimum daily rate in a successive quarter. (i.e.: the "top-up" payments will be reconciled over each quarter).

20.04 Appendices "A", "B" and "C" to the present Agreement are an integral part thereof and shall come into effect April 1st, 2004.

ARTICLE 21 - DURATION OF THE COLLECTIVE AGREEMENT

21.01 Subject to conditions contained in Article 20, which could result in the re-negotiation of the monetary package, this Collective Agreement shall otherwise continue in effect until March 31, 2004 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within a period of three (3) months preceding the expiration date of this Collective Agreement, that it desires to amend or terminate it.

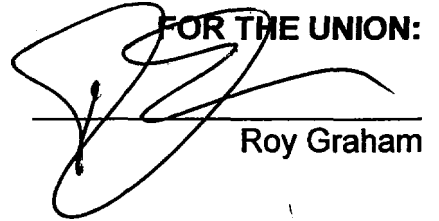
Dated at Ottawa this 2 day of SEPTEMBER, 2004.

FOR THE COMPANY



David Garruth

FOR THE UNION:



Roy Graham

Ron Primeau

Robert Butts

APPENDIX 'A'

APPENDIX " A		
Code	Description	Rate
Regular Deliveries		
M2	2 men furniture	\$ 13.00
M1	1 man furniture	\$ 10.00
A	15 to 20 boxes of supplies	\$ 13.00
B	10 to 14 boxes of supplies	\$ 7.00
C	2 to 9 boxes of supplies	\$ 5.00
D	1 box of supplies	\$ 3.75
Exchanges		
M2X	2 men furniture exchange	\$ 20.00
M1X	1 man furniture exchange	\$ 17.00
AX	15 to 20 boxes of supplies exchange	\$ 20.00
BX	10 to 14 boxes of supplies exchange	\$ 10.00
CX	2 to 9 boxes of supplies exchange	\$ 9.00
DX	1 box of supplies exchange	\$ 6.00
Rate2 Deliveries		
FR2	furniture rate 2	\$ 14.00
SR2	supply rate 2	\$ 14.00
FRX2	furniture rate 2 exchange	\$ 14.00
SR2X	supply rate 2 exchange	\$ 14.00
Rate3 Deliveries		
FR3	furniture rate 3	\$ 18.00
SR3	supply rate 3	\$ 18.00
FR3X	furniture rate 3 exchange	\$ 22.00
SR3X	supply rate 3 exchange	\$ 22.00
Special		
PER KM	To be used in special circumstances	\$ 0.70
Delay	waiting time	\$ 8.00
1 MAN	1 man hourly delivery rate	\$ 24.75
2 MEN	2 men hourly delivery rate	\$ 30.75
skid		N/A
flat	NO flat rates	N/A

APPENDIX 'B'

Remuneration Rules

1. All deliveries are remunerated by type and classification.
2. There are 15 different categories of deliveries, each with their own specific rate assigned to it.
3. The first 14 categories are derived from normal day-to-day delivery requirements and are remunerated by the stop.
4. The 15th category encompasses any delivery, or delivery requirement, that does not fall into the first 14 categories. It will be known as the “Special” category.
5. The 15th category, “Special”, will include any hourly rated deliveries, any waiting time, and any kilometer charges that may be assessed as a result of an Owner Operator/Dependant Contractor going out of their preset or generally defined delivery area. The local management must approve remuneration that falls into this category in advance.
6. A master copy of the postal code and FSA classifications is an appendix to this document.
7. There are 2 different types of deliveries, supply and furniture.
8. A supply delivery is generally defined as any box, or multiple box deliveries, with each box being smaller in size and weight than the largest box of paper. Some electronics, and furniture fall into this category.
9. A furniture delivery is defined as a delivery of an item, or items, that do not meet the size and weight definition of a supply delivery, and most furniture products. This can include furniture and supply products combined on the same delivery invoice.
10. The types have been generally defined and have been accepted by the workforce in Ottawa.
11. To calculate multiple box deliveries that consist of more than 20 boxes, simply apply the applicable rates from other categories. For example:
 - e A delivery in the “Regular” delivery zone consisting of 80 boxes of supplies would be compensated at an overall delivery rate of \$52.00. Since 20 boxes of supplies is compensated at rate of \$13.00, 80 boxes would be compensated at 4 times that rate.
 - e A delivery in the “Regular” delivery zone consisting of 25 boxes of supplies would be compensated at an overall delivery rate of \$18.00. The rate is calculated by adding the 15 to 20 box rate with the 2 to 9 box rate.
12. All furniture deliveries being completed by 2 man delivery teams in the “Regular” delivery zone will be compensated at a rate of \$13.00 per delivery.

13. All furniture deliveries being completed by 1 man will be compensated at the 1 man rate of **\$10.00** per delivery.
14. Multiple deliveries to the same address will be compensated as if they were individual deliveries when the invoice numbers are different. This does not include "U" parts or check digits.
15. Multiple deliveries to the same address will be compensated as one delivery when the invoice numbers are the same. In this scenario the total number of pieces and the type of delivery needs to be used to assign the applicable rate of compensation.

APPENDIX "C"

ESA	CITY	ROUTE	RATE
K0A 3E0	Sarsfield	26	R
K1A	Ottawa	26	R
K1B	Ottawa	26	R
K1C	Orleans	26	R
K1E	Orleans	26	R
K1G	Ottawa	26	R
K1H	Ottawa	26	R
K1J	Ottawa	26	R
K1K	Ottawa	26	R
K1L	Ottawa	26	R
K1M	Ottawa	26	R
K1W	Orleans	26	R
K4A	Ottawa	26	R
K4B	Navan	26	R
K4C	Cumberland	26	R
K1N	Ottawa	27	R
K1P	Ottawa	27	R
K1R	Ottawa	27	R
K1S	Ottawa	27	R
K1Y	Ottawa	27	R
K2P	Nepean	27	R
K0A 1L0	Carp	28	R
K1Z	Ottawa	28	R
K2A	Ottawa	28	R
K2B	Ottawa	28	R
K2C	Nepean	28	R
K2H	Nepean	28	R
K2K	Kanata	28	R
K2L	Kanata	28	R
K2M	Kanata	28	R
K2S	Stittsville	28	R

ESA	CITY	ROUTE	RATE
K2T	Kanata	28	R
K2V	Kanata	28	R
K2W	Kanata	28	R
KOA2Z0	Richmond	29	R to 2
KOA 3P0	Richmond	29	R to 2
K1T	Ottawa	29	R
K1V	Ottawa	29	R
K2E	Nepean	29	R
K2G	Nepean	29	R
K2J	Nepean	29	R
K2R	Ottawa	29	R

ESA	CITY	ROUTE	RATE
KOA 1G0	Braeside	30	2
KOA 1T0	Woodlawn	30	R
KOA 1X0	Fitzroy Harbor	30	2
KOA 2H0	Kinburn	30	R
KOA 2X0	Pakenham	30	2 to 3
KOA 3L0	White Lake	30	2 to 3
KOA 3M0	Woodlawn	30	R
K0J	Rural - all	30	3
K0J 1B0	Barrys Bay	30	3
K0J 1C0	Beachburg	30	3
K0J 1E0	Bissett Creek	30	3
K0J 1G0	Burnstown	30	3
K0J 1H0	Calabogie	30	3
K0J 1J0	Chalk River	30	3
K0J 1K0	Cobden	30	3
K0J 1L0	Combermere	30	3
K0J 1M0	Cormac	30	3
K0J 1N0	Decaire	30	3
K0J 1P0	Deep River	30	3
K0J 1R0	Deaux Rivieres	30	3
K0J 1S0	Douglas	30	3
K0J 1T0	Eganville	30	3
K0J 1V0	Foresters Lake	30	3
K0J 1W0	Eganville	30	3
K0J 1X0	Golden Lake	30	3
K0J 1Y0	Haley Station	30	3
K0J 2A0	Kilaloe	30	3
K0J 2B0	Rolphon	30	3
K0J 2C0	Madawaska	30	3
K0J 2E0	Palmer Rapids	30	3
K0J 2G0	Quadeville	30	3
K0J 2H0	Rolphon	30	3
K0J 2J0	Round Lake Centre	30	3
K0J 2K0	Stonecliffe	30	3
K0J 2L0	Westmeath	30	3

ESA	CITY	ROUTE	RATE
K0J 2M0	Whitney	30	3
K0J 2N0	Barrys Bay	30	3
K0J 2R0	Griffith	30	3
K7S	Arnprior	30	2
K7V	Renfrew	30	3
K8A	Pembroke	30	3
K8B	Pembroke	30	3
K8C	Pembroke	30	3
K8H	Petawawa	30	3

FSA	CITY	ROUTE	RATE
KOA 1V0	Edwards	31	R
K0C 1A0	Alexandria	31	3
K0C 1B0	Apple Hill	31	2 to 3
K0C 1C0	Finch	31	2 to 3
K0C 1E0	Bainsville	31	3
K0C 1G0	Finch	31	2 to 3
K0C 1J0	Dunvegan	31	3
K0C 1K0	Finch	31	2 to 3
K0C 1L0	Green Valley	31	3
K0C 1M0	Ingleside	31	2 to 3
K0C 1N0	Lancaster	31	3
K0C 1P0	Long Sault	31	2 to 3
K0C 1R0	Lunenburg	31	2 to 3
K0C 1S0	Martintown	31	2 to 3
K0C 1T0	Maxville	31	2 to 3
K0C 1T1	Maxville	31	2 to 3
K0C 1V0	Monkland	31	2 to 3
K0C 1W0	Moosecreek	31	2 to 3
K0C 1X0	Morrisburg	31	3
K0C 1Y0	Long Sault	31	2 to 3
K0C 1Z0	North Lancaster	31	3
K0C 2A0	St Andrews West	31	2 to 3
K0C 2B0	St Isidore	31	2 to 3
K0C 2C0	South Lancaster	31	3
K0C 2E0	Summerstown	31	2 to 3
K0C 2G0	Upper Canada Village	31	2 to 3
K0C 2H0	Williamsburg	31	3
K0C 2J0	Williamstown	31	2 to 3
K0E 1E0	Cardinal	31	3
K0E 1J0	South Mountain	31	3
K0E 1K0	Iroquois	31	3
K0E 1P0	Maitland	31	3
K0E 1T0	Prescott	31	3
K0E 1X0	Spencerville	31	3
K6H	Cornwall	31	2

ESA	CITY	ROUTE	RATE
K6J	Cornwall	31	2
K6K	Cornwall	31	2
K6T	Brockville	31	3
K6V	Brockville	31	3

ESA	CITY	ROUTE	RATE
K0A 1A0	Almonte	32	2
K0A 1B0	Ashton	32	2
K0A 1P0	Almonte	32	2
K0A 2E0	Kars	32	1 to 2
K0A 2P0	Metcalf	32	1
K0A 2R0	Morewood	32	2
K0A 2T0	North Gower	32	1 to 3
K0A 2W0	Osgoode	32	2
K0A 3J0	Vernon	32	2
K0C 1H0	Chesterville	32	2
K0C 2K0	Winchester	32	2
K0C 2L0	Winchester Springs	32	3
K0E 1C0	South Mountain	32	3
K0E 1S0	Mountain	32	3
K0E 1W0	South Mountain	32	3
K0G 1A0	Balderson	32	3
K0G 1B0	Burrits Rapids	32	3
K0G 1E0	Elgin	32	3
K0G 1G0	Jasper	32	3
K0G 1J0	Kemptville	32	3
K0G 1K0	Lanark	32	3
K0G 1L0	Lombardi	32	3
K0G 1M0	Lanark	32	3
K0G 1N0	Merrickville	32	3
K0G 1P0	Newboro	32	3
K0G 1R0	North Augusta	32	3
K0G 1S0	Kemptville	32	3
K0G 1T0	Kemptville	32	3
K0G 1V0	Portland	32	3
K0G 1W0	Rideau Ferry	32	3
K0G 1X0	Westport	32	3
K1X	Ottawa	32	R
K4M	Manotick	32	R
K4P	Greely	32	R
K7A	Smith Falls	32	3

LSA	CITY	ROUTE	RATE
	Scott's Corners	32	2 to 3
k7C 3P2	Beckwith Township	32	2 to 3
K7C	Carlton Place	32	2
K7H	Perth	32	3

SA	CITY	ROUTE	RATE
KOA 1E0	Bourget	33	2
KOA 1K0	Carlsbad Springs	33	R
KOA 1M0	Casselman	33	2
KOA 1N0	Clarence Creek	33	2
KOA 1R0	Crysler	33	2
KOA 1W0	Embrun	33	R to 2
KOA 1W1	Embrun	33	R to 2
KOA 2A0	Bourget	33	2
KOA 2G0	Kenmore	33	2
KOA 2M0	Limoges	33	R to 2
KOA 2Y0	Ramsayville	33	R
KOA 3C0	Embrun	33	R to 2
KOA 3H0	Vars	33	R
KOA 3K0	Wendover	33	2
KOA 3N0	St-Pascal-Baylon	33	2
K0B	All	33	3
K0B 1A0	Alfred	33	3
K0B 1B0	Chute A Blondeau	33	3
K0B 1C0	Curran	33	3
K0B 1E0	Vankleek Hill	33	3
K0B 1G0	Plantagenet	33	3
K0B 1H0	Vankleek Hill	33	3
K0B 1J0	Alfred	33	3
K0B 1K0	L'Original	33	3
K0B 1L0	Plantagenet	33	3
K0B 1M0	St. Eugene	33	3
K0B 1N0	Vankleek Hill	33	3
K0B 1P0	St. Eugene	33	3
K0B 1R0	Vankleek Hill	33	3
K4R	Russell	33	R to 2
K4K	Rockland	33	2
K6A	Hawkesbury	33	3

ESA	CITY	ROUTE	RATE
J0V 1B0	Calumet	34	3
J0V 1E0	Chenneville	34	2
J0V 1H0	Fassett	34	3
J0V 1J0	Grenville	34	3
J0V 1L0	Montebello	34	3
J0V 1M0	Chenneville	34	2
J0V 1N0	Namur	34	3
J0V 1FO	Notre-dame-de-la-Paix	34	3
J0V 1R0	Papineuaville	34	2
J0V 1S0	Plaisance	34	2
J0V 1T0	Pointe-au-Chene	34	3
J0V 1V0	Ripon	34	2
J0V 1WO	Saint-Andre-Avellin	34	2
J0X 1A0	Wakefield	34	2 to 3
J0X 1G0	Bristol	34	3
J0X 1H0	Bryson	34	3
J0X 1K0	Campbells Bay	34	3
J0X 1M0	Chapeau	34	3
J0X 1R0	Davidson	34	3
J0X 1S0	Duclos	34	3
J0X 1T0	Wakefield	34	2 to 3
J0X 1V0	Fort-coulogne	34	3
J0X 2A0	Ladysmith	34	3
J0X 2C0	Wakefield	34	2 to 3
J0X 2G0	Luskville	34	2
J0X 2K0	Norway Bay	34	2
J0X 2P0	Otter Lake	34	3
J0X 2T0	Portage-du-Forte	34	3
J0X 2V0	Quyon	34	2
J0X 2Y0	Shawville	34	3
J0X 3B0	Thurso	34	2
J0X 3G0	Wakefield	34	2 to 3
J0X 3H0	Waltham	34	3
J0X 3J0	Wakefield	34	2 to 3
J0X 3K0	Lac des Loups	34	2

ISS	CITY	ROUTE	RATE
J0X 3N0	Saint-Sixte	34	2
J8L	Buckingham	34	R
J8M	Mason Angeres	34	R
J8N	Val de Mont	34	2
J8P	Gatineau	34	R
J8R	Gatineau	34	R
J8T	Gatineau	34	R
J8V	Gatineau	34	R
J8X	Hull	34	R
J8Y	Hull	34	R
J8Z	Hull	34	R
J9A	Hull	34	R
J9B	Chelsea	34	R
J9H	Aylmer	34	R
J9J	Aylmer	34	R

LETTER OF UNDERSTANDING

between

GATEWAY DELIVERY
(hereinafter called the "Company")

and

TEAMSTERS LOCAL UNION 91
(hereinafter called the "Union")

Teamsters Local Union 91 Industry Advancement Fund

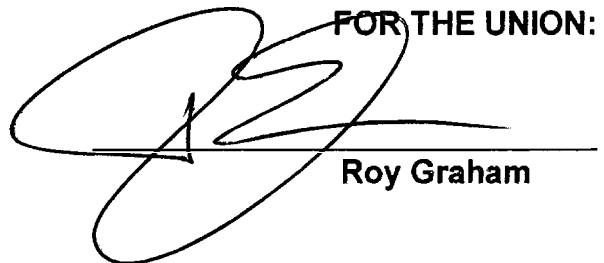
The Company shall make a one time payment and contribution to the Union's Industry Advancement Fund in the amount of **Fifteen hundred dollars (\$1500.00)**. This payment shall be due and payable within thirty (30) days of ratification and signing of this Collective Agreement.

Signed this 2 Day of SEPTEMBER 2004.

FOR THE COMPANY


David Carruth

FOR THE UNION:


Roy Graham

Letter of Understanding

Between

GATEWAY DELIVERY
(hereinafter called the "Company")

and

TEAMSTERS LOCAL UNION 91
(hereinafter called the "Union")

Rate Adjustment Bonus

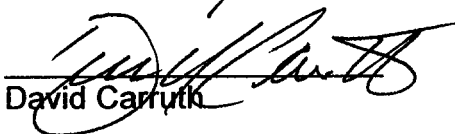
The Company shall pay a one-time Rate Adjustment Bonus to all Owner Operators engaged with the Company as at the date of ratification of this Collective Agreement.

The amount of such payment is set at Five Hundred (\$500.00) dollars to each individual Owner Operator. The Owner Operators are:

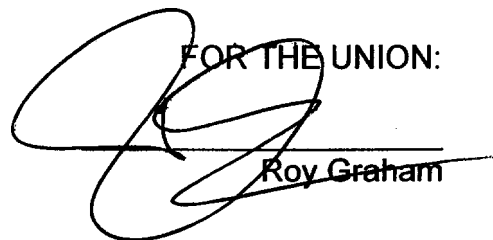
Kevin Finn	- \$500.00
Sergei Karp	- \$500.00
Rob Butts	- \$500.00
Ron Primeau	- \$500.00
Peter Williams	- \$500.00
Michelle Charron	- \$500.00
Zoran Pavlovic	- \$500.00
Jennifer Valenta	- \$500.00
Vesko Elek	- \$500.00
Sergei Tarpan	- \$500.00
Gennadi Brianski	- \$500.00

The Rate Adjustment Bonus shall be paid to the Owner Operators within thirty (30) days of ratification of this Agreement.

FOR THE COMPANY:


David Caruth

FOR THE UNION:


Roy Graham

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