

COLLECTIVE AGREEMENT

BETWEEN

LE CONSEIL CANADIEN DES TEAMSTERS

LOCALS 106 AND 938

hereinafter referred to as "THE UNION"

AND

XTL TRANSPORT INC.

hereinafter referred to as "THE COMPANY"

09572 (07)

TABLE OF CONTENTS

ARTICLE		PAGE
1	Purpose	1
2	Recognition	1
3	Management rights	2
4	Strikes, lock-outs	3
5	Union security	3
6	Prerogatives and special conditions applicable to stewards, union delegates and officers	5
7	Grievance procedure	6
8	Arbitration	8
9	Notice to owner-operators and to individual	9
10	Mergers and new operations	9
11	Bulletin board	10
12	Equipment and safety	10
13	Operating permits and commercial licences	11
14	Company rules and regulations	12
15	Holdback	12
16	Seniority	13
17	Insurance	21
18	Collective insurance plan CSST for those living in Quebec that are not incorporated	24
19	Disciplinary measure	26
20	General provisions	26
21	Remuneration	28
22	Printing, typing and distribution of the agreement	29
23	Duration	29
	Appendix "A"	31
	Appendix "B"	43
	Owner-operator or individual agreement	47
	Letter of agreement #1	55
	Letter of agreement #2	56
	Letter of agreement #3	57
	Letter of agreement #4	58
	Letter of agreement #5	59

ARTICLE 1

PURPOSE

1.1 a) The general purpose and intent of this agreement shall be to establish mutually satisfactory relations between the company, the union, the owner-operator and the individual covered hereunder; to provide for the methods which will further the safety of the owner-operator and of the individual; to establish and maintain a satisfactory procedure to cover the settlement of differences arising out of this contract; and to set forth wage rates hours of work and other working conditions. It is recognized by this agreement to be the duty of the company, the union, the owner-operators and the individual to cooperate fully, individually and collectively for the advancement of these conditions.

b) All references to "union" shall mean "Le Conseil Canadien des Teamsters, locals 106 and 938".

c) All references to "company" shall mean "XTL Transport Inc.".

d) All references to "employee" shall mean "Owner-operator".

e) "Individual" designates all persons owning one, two or three trucks operating for "XTL transport Inc.".

1.2 Meetings between the officers of the union and officials of the company shall be held whenever deemed advisable to discuss matters of mutual concern.

ARTICLE 2

RECOGNITION

2.1 This agreement shall apply to all owner-operators or all individuals employed by "XTL Transport Inc.".

2.2 The company agrees to not hire any U.S. based owner-operators or any company drivers, and will not use intermediates at the expense of owner-operators employed by "XTL Transport Inc." for the duration of this contract. The company accepts that the leased trucks are not operated by company drivers for "XTL Transport" company.

2.3 The company "XTL Transport Inc." employs three (3) types of drivers: owner-operators, drivers that participate in a lease-to- own program and agency drivers operating tractors that are leased by the company.

- a) The first priority of the company will always be to operate with owner-operators.
- b) However, the company reserves the right to offer different programs such as the lease to own program that permits a driver to become an owner-operator.
- c) The company leases tractors driven by drivers that are in the employment of different agencies. Such program allows the company to better serve the needs of its customers.
- d) In the event of a work slowdown where the company will be obligated to issue layoffs, the company will first proceed with the leased tractors driven by agency drivers.

ARTICLE 3

MANAGEMENT RIGHTS

3.1 The union recognizes the right and authority of the company to exercise its managerial functions, providing that all owner-operators and all individuals covered by this agreement shall be treated with equal justice without violating the terms of this agreement, and all owner-operators shall be entitled to utilize the provisions of this agreement for the review and adjustment of grievances.

3.2 The union recognizes the right of the company to maintain order and discipline, and to establish and enforce reasonable rules and regulations to govern the conduct of owner-operators and of individuals, and to discipline or discharge for just cause, subject to the grievance and arbitration procedure.

ARTICLE 4

STRIKES, LOCK-OUTS

4.1 During the term of this agreement, there shall be no lock-out by the company or any strike, sit down, work stoppage or suspension of work, either complete or partial, for any reason by the owner-operator and by the individual.

4.2 The company acknowledges the right of the owner-operators and of the individual to recognize and refuse to cross a picket line.

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

4.4 The union recognizes the right of the company to protect its business and the property of its customers.

ARTICLE 5

UNION SECURITY

5.1 All owner-operator shall, as a condition of employment, become union members and maintain their membership in good standing for the duration of this collective agreement.

5.2 Any owner-operator shall, as a condition of employment, become and remain a member in good standing after the completion of his probationary period. The employer shall deduct from the salary of each owner-operator after the completion of his probationary period, the amount due for his

initiation in a twenty-five dollars (\$25.00) payment per month. However as of his first pay, he must pay dues as established by the union.

5.3 The union secretary-treasurer will provide to the employer, a letter confirming the amount of the union dues, the initiation fees, the arrears, etc., to be retained, for each owner-operator. The employer deducts from the owner-operators' pay, all regular dues, special or arrears at the right moment according to the amounts indicated in the said secretary-treasurer's letter.

5.4 The amount so deducted by the company from the pay of each owner-operator according to the previous article shall be remitted to the union secretary-treasurer on the monthly basis before the fifteenth (15th) day of the following month. These remittances must be accompanied with a list showing the name, address and social insurance numbers. Beside each owner-operator name, the employer must inscribe the amounts deducted during the month, indicating separately the said sums deducted for union dues and arrear fees.

5.5 It will be the employer's responsibility to have all new owner-operator sign a union membership card on the day they are hired. It is the employer's responsibility to make sure that these documents are duly signed and returned to the union with the next union dues remittance.

5.6 It is understood that when an owner-operator or an individual has more than one truck working for the company (maximum three (3) trucks), the company will deduct from the owner-operator or an individual, the prescribed union dues referred to in this article for each truck working for the company. The company will pay also the union dues for all rented trucks driven by the agency's employees. The rate of union dues prescribed by union is based on the owner-operator union delegate hourly rate, rate enumerated stipulated in article 6.7 of the present collective labour agreement, except the premium for reimbursement of expense.

ARTICLE 6

PREROGATIVES AND SPECIAL CONDITIONS **APPLICABLE TO STEWARDS,** **UNION DELEGATES AND OFFICERS**

6.1 The company acknowledges the right of the union to appoint union delegates among the owner-operators and for the individuals.

6.2 The union shall inform the company in writing of the name of any union delegate. The company shall not be requested to recognize any union delegate until such union notification has been received by certified mail or by fax.

6.3 The union representative shall have access to the company premises during working hours to investigate grievances or tend to the application of the collective agreement, provided he has obtained permission from the president or his authorized representative. Such permission shall only be denied, if the presence of the union representative affects operations in any way.

6.4 The company shall advise the union by certified mail, telegram or fax, before suspending or dismissing a union delegate. Failure to comply at this procedure shall render the dismissal or suspension null and void.

6.5 The company shall pay for eight (8) owner-operators appointed by the union, four (4) to represent the local 106 of Montreal and four (4) to represent the local 938 of Toronto, the amount of three hundred fifty dollars (\$350.00) for each day during which negotiation or conciliation meetings take place. However, this provision precludes any negotiation meetings held while a work stoppage, strike, complete or partial work, suspension is in progress.

6.6 The company agrees to grant, to all present owner-operators and all future owner-operators, an indefinite leave of absence to work for the union, retaining and accumulating seniority with their respective terminal and company seniority.

Owner-operators desiring a leave of absence to work with the union shall give the company fourteen (14) days' notice ahead of their intentions and such leave of absence shall be revocable upon fourteen (14) days' notice by the owner-operators.

6.7 All activities and representation of the union delegate should be done during an official appointment. It is agreed that the union delegate shall be paid at the hourly rate of twenty-six dollars (\$26.00). Furthermore, a premium of expenses of twenty-five dollars (\$25.00) for reimbursement is granted for each union delegate, and this, for each time that the union delegate assist to a said meeting.

ARTICLE 7

GRIEVANCE PROCEDURE

7.1 Difference of interpretation or violation of any of the stipulations of this agreement, by the company or by any or all owner-operator(s) or by all individuals covered by this agreement, as well as any other complaint related to working conditions, constitutes a grievance, providing it is submitted in writing within thirty (30) calendar days, except when it is specifically established otherwise in this agreement.

7.2 First step

The owner-operator or owner-operators or the individuals concerned must first discuss the difference of interpretation or presumed violation with the department supervisor or other immediate supervisor, whose decision should be rendered within two (2) working days. The owner-operator or the individual may be accompanied by a union delegate or a union representative if he so desires.

7.3 Second step

Failing an answer or satisfactory settlement, the owner-operator or the individual must submit the grievance, in writing, to the manager or his appointee no later than ten (10) working days from that date the alleged violation of the agreement

became known, but in no event later those thirty (30) days. At this stage, the owner-operator or the individual may be accompanied by a union delegate or representative providing they be available. The company's representative must render his decision within the ten (10) days. The delay provided in article 8.2 shall begin from the date when the company renders its decision regarding the stated grievance.

7.4 Group grievance

The company will recognize a group grievance as one which directly affects more than one (1) owner-operator or than one (1) individual, and in which the facts in issue in respect to each such owner-operator are the same. In such cases, a single grievance shall be processed commencing at, and in accordance with, second step, within the time limits set out here in providing all grievor sign the grievance form. In the event a grievor or grievors are unable to sign the grievance form due to inability or other absence from work, their names shall be printed on the grievance form and initialled by the union delegate. A representative grievor will attend the grievance meetings.

7.5 If the event that the union submits a grievance, it is its responsibility to notify the company in writing within thirty (30) calendar days following the alleged violation of the agreement and, by such notice, schedule a meeting between the duly authorized business agent and the general manager or his designate. Failing a satisfactory settlement between the parties, the grievance must be submitted to arbitration, as described in article 8.

7.6 It is understood that none of the parties involved shall sign any contract or agreement with owner-operator or the individuals which would conflict with the terms and stipulations of this collective agreement.

7.7 Except for delays mentioned in 7.1 and 7.5 which are rigorous, all other indicated delays in the present articles are

procedural delays and failure to respect them may not be called upon before an arbitrator to prevent him from hearing the validity of the grievance.

ARTICLE 8

ARBITRATION

8.1 Failing the settlement of the grievance, after exhausting the above mentioned steps, it is then submitted to arbitration in accordance with the established jurisdiction in the certification detained by the union as mentioned herein, and the following rules shall apply.

8.2 The party submitting the grievance shall give written notice to the other party within ten (10) working days following expiration of step 2, of its intention to submit the grievance to arbitration.

8.3 Within ten (10) working days of the notice mentioned in sub-paragraphs 8.2 or 8.3, whichever applies both (2) parties shall meet and try to agree on an arbitrator.

8.4 If within such ten (10) working day limit, the parties do not meet or do not agree on an arbitrator, the grieving party must request within five (5) days following the expiry of the ten (10) working day limit, that the Labour Minister appoint an arbitrator.

8.5 The arbitrator's decision is final and binding on both parties.

8.6 Any monetary grievance, mutually awarded or decided upon by arbitration, shall be paid to the owner-operator or to the individual concerned, within ten (10) working days following settlement, or following reception of the arbitration decision, or according to the owner-operators or the individual pay day.

8.7 a) In a case where an aggrieved owner-operator or and individual has been suspended or dismissed, and his grievance has been upheld entirely or partially following settlement or decision by management or an arbitrator, such

owner-operator or an individual will be reinstated to his former position without loss of seniority within three (3) working days of the date of settlement or of receipt of the arbitrator's decision.

b) The arbitrator will have the jurisdiction to render any and all decisions including the power to reduce or increase disciplinary measures. However, he does not have the jurisdiction to submit a decision which is inconsistent with the dispositions of this agreement, nor changes alter or amend any part of this agreement. The arbitrator must render his decision within thirty (30) calendar days of the hearing.

8.8 It is understood that both parties share equally the costs and expenses of arbitration.

8.9 The delays outlined in the present article are not rigorous and failure to comply, except in cases of negligence or bad faith, shall not be brought before an arbitrator to prevent him from hearing the validity of the grievance.

ARTICLE 9

NOTICE TO OWNER-OPERATORS AND TO INDIVIDUAL

9.1 The company pays to owner-operators and to individual discharged, laid off or otherwise leaving the service of the company, all wages owed to them by the company, as soon as possible, but no later than fifteen (15) working days from the owner-operators and the individual termination date.

ARTICLE 10

MERGERS AND NEW OPERATIONS

10.1 a) Should the company acquire an existing company and integrate the operations of that company with the operations of the present company, the newly-acquired owner-operators and the individual shall be credited with the seniority they had at the date of acquisition. Terminal seniority for all purposes other than those mentioned in 10.1 a) shall be as

outlined in this agreement and shall be from the date of acquisition.

b) The company and the union agree that, if the operations of new acquisitions are merged with the present operations of the company, the newly-acquired owner-operators and the individual will be recognized as a part of this bargaining unit and will be dealt with in accordance with articles 10.1 a) and 10.1 b).

10.2 a) Should the company open a new terminal, the owner-operators and the individuals on the company-wide seniority list shall have first opportunity to transfer to the new terminal, provided they have the necessary qualifications.

b) Should this terminal ever close the owner-operator and the individual who originally transferred would be allowed to return to their original terminal with full seniority.

ARTICLE 11

BULLETIN BOARD

11.1 The company agrees to provide a bulletin board for the exclusive use of the union business. Each union delegate and business agent will have access to a key.

ARTICLE 12

EQUIPMENT AND SAFETY

12.1 Owner-operators and individuals will have the right to refuse unsafe loads providing each refusal is justified. Any disagreements as to the justification of a refusal shall be settled under the provisions of article 7 and 8.

12.2 The company will inform all owner-operators and all individuals of rules and regulations governing the federal and provincial dangerous goods act, and all issues relating to health and safety. The owner-operators and the individual will be required to attend the meetings the company will organize for

this purpose providing the company gives one (1) month notice of the date and time.

12.3 Should the company require the owner-operators or individual to attend more dangerous goods training than required by law, it is understood that the company will pay for the owner-operator or individuals to attend as per Appendix A-G5.

ARTICLE 13

OPERATING PERMITS AND COMMERCIAL LICENCES

13.1 It is agreed and understood that the owner-operator or the individual shall pay the base commercial registration permit as required to operate the equipment in the jurisdictions in which the equipment is intended to be operated, it being agreed and understood that the company shall take all such steps necessary to obtain such permit and the company is hereby authorized to deduct from the owner-operator or the individual the cost of the above, as per provided invoice and without any service or processing fees from XTL Transport Inc. It is understood that the company will pay for licencing in excess of eighty-eight thousands (88,000) pounds registered gross weight.

13.2 Permits required to operate in the US will be provided by the company to the owner-operator or to the individual at the cost, as per provided invoice and without any service or processing fees from XTL Transport Inc. up to a maximum of five hundred dollars (\$500.00) every twelve (12) months.

13.3 The company will provide haul away permits, as required, for each owner-operator or individual in his name at a cost on one hundred dollars (\$100.00) payable by the owner-operator or by the individual. Maintaining this permit will be the responsibility of the owner-operator or of the individual. Should the permit expire the cost to reinstate will be paid in full by the owner-operator or by the individual.

13.4 All owner-operators and individuals shall be allowed to choose the method of payment, either by lump sum or weekly payments for the purchase of base plates and permits.

ARTICLE 14

COMPANY RULES AND REGULATIONS

14.1 Owner-operators and all individuals are to adhere to the posted speed limits.

14.2 Owner-operators or individuals shall not allow anyone, except other owner-operators or individuals of the company on duty or other transport drivers broken down on the highway, to ride in his truck, except with written permission of an authorized member of the company.

14.3 Owner-operators and all individuals are to adhere to any other company rules and regulations relating to conduct while operating as a sub-contractor for the company.

ARTICLE 15

HOLDBACK

15.1 The parties agree, and the owner-operator or the individual hereby authorizes the company, to maintain a holdback of two thousand dollars (\$2,000.00) to be deducted at the rate of the ten percent (10%) per pay until paid up in full. Such holdback shall be held by the company throughout the term of this contract, and for a period of sixty (60) days following termination of this agreement, and shall be used by the company to apply against any liability of the owner-operator or of the individual to company for cargo loss or damage, as herein before set out; and shall be applied by the company against all sums, charges, costs or penalties payable by the owner-operator or by the individual as have been provided for. The balance of such holdback, after all proper deductions, shall be returned to the owner-operator or at the individual promptly after expiration of the sixty (60) days period.

15.2 The company shall pay interest on all credit balances in the holdback and interest shall be paid according to the Bank of Canada prime rate less 2%.

15.3 The company will reimburse holdback to owner-operators or at the individual who have been discharged, laid off or otherwise leaving the service of the company, as soon as possible, but no later than sixty (60) days. However holdback could be delayed past sixty (60) days in the following cases: accident, claims, bills not received (i.e. NTS, fuel, phone cards).

ARTICLE 16

SENIORITY

16.1 a) The purpose of seniority in this agreement, is to provide a policy governing work preference, layoffs and recalls. Seniority shall mean length of service with the company and will be terminal-wide for all purposes, unless otherwise specified in this agreement. It is understood that the seniority will be separate in each terminal.

b) Once this contract is signed, it is understood that an owner-operator or an individual will be able to own a maximum of three (3) trucks operating for "XTL Transport Inc.", without being obligated to drive the aforementioned trucks under the following conditions:

- 1)** It is understood that the seniority of his first, second or third truck will come into effect at the moment the truck is in service for the company.
- 2)** It is understood that never can an owner-operator or an individual own more than three (3) trucks, under any possibility of ownership with other owner-operators or individuals. The owner-operator or individual must be sole proprietor of his truck at one hundred percent (100%).

- 3) It is understood that all drivers of these trucks which were hired by an owner-operator or an individual, shall not be covered in any way by stipulations of this contract, and they will be sole responsibility of the owner-operator or individual who hired them.
- 4) It is understood that the owner-operator or individual must pay union dues established by the union, for the number of trucks belonging to him, the whole in accordance with article 5.6 of the present contract.
- 5) It is understood that for trucks sold and not replaced, the seniority corresponding to the aforementioned trucks will be lost according to the present contract.
- 6) It is understood that the company will give priority for the purchase of a second or third truck, to an owner-operator already working for the "XTL Transport Inc." company before any new individual.
- 7) It is understood by this article, if the union believes that there is abuse by the company, the union will be able to refer its entirety to arbitration, without delay, in order to put a stop to this practice.

c) It is understood that if an owner-operator sells his truck at any time, the new owner-operator will not have the seniority of his truck. He will have to start at the bottom of the seniority list.

16.2 a) Every six (6) months, on March 1st and October 1st, the employer shall provide the Secretary treasurer of Local 106 and 938, a complete seniority list which includes the owner-

operator name, hiring date, social insurance number, complete address, telephone number and his truck number of the company.

b) Another seniority list which includes the owner-operator's name, hiring date and his seniority rank and the number of each truck and the seniority rank for each truck, shall also be remitted to each union delegate, including the telephone number. The same list without the telephone number, shall be posted on the bulletin board in order that all owner-operator know their seniority rank.

16.3 Termination of seniority

An owner-operators and individual's employment shall be terminated for any of the following reasons:

- a) If an owner-operator or an individual terminates his contract with the company;
- b) If an owner-operator or an individual is discharged for just cause, and is not reinstated pursuant to the grievance procedure as provided in this agreement;
- c) If an owner-operator or an individual has been laid off and fails to report for work within seven (7) days from date of signed receipt of written notice to report to work, sent by registered mail, to his last address registered with the company, provided that when an owner-operator or an individual is recalled to work and does not report within forty-eight (48) hours, the company may recall the next owner-operator or the individual in line, but he is subject to being displaced if the first owner-operator or the individual recalled reports for work within seven (7) days;
- d) If an owner-operator or an individual takes employment other than that declared and agreed upon when applying for a leave of absence;

- e) If an owner-operator or an individual is absent from work for three (3) consecutive days without having notified the company and received permission to be absent in advance, where this is possible;
- f) If an owner-operator is laid off and not recalled for a period extending beyond twelve (12) months.
- g) If an owner-operators or individual equipment is removed from service the owner-operators or the individual name shall be removed from the seniority list, until his equipment is again made available. At the time that his equipment is made available his name will be placed back in his original position on the seniority list, providing his truck has not been out of service for more than six (6) months.

16.4 a) Absence due to a bona fide illness or injury shall not be caused for discharge, and seniority shall continue to accumulate during said absence. The owner-operator or the individual shall notify the company when he becomes aware of an expected or predetermined date of return to work. For illness in excess of three (3) consecutive days, the company may request a doctor's certificate.

b) Should an owner-operator or an individual be sick or injured for an extended period of time and/or collecting weekly indemnity, long term disability or worker's compensation benefits, he will be able to sell his equipment and repurchase equipment for his expected date of return, or may elect to hire a driver.

16.5 a) In the event of a layoff, the company shall consider the seniority and qualifications of the owner-operators or the individual. Where qualifications are equal, seniority will govern. Prior to layoff the owner-operator or the individual will have the opportunity to meet the qualification requirements. On layoff the principle of last on first off will be applied.

b) On recalls, the principle of "last off, first on" shall be applied.

c) For layoff in excess of thirty (30) calendar days the owner-operator or the individual will meet the company to discuss an expected date of return. Should there be no expected return to work it shall then be considered a job loss.

d) Owner-operators and the individual that are laid off and as a result work for another division shall have the right of recall when and if work is available in their division subject to article 16.5.

16.6 Dispatch rules

a) Due to the geographic and operational differences some dispatch rules working application may differ between the home terminals. All such differences must be noted and agreed to by both company and union and posted.

b) All dispatches will be offered by seniority at the start of each week which may be Sunday or Monday. Where it is possible, Sunday night dispatches should be made known to the owner-operator and to the individual on Saturday. All dispatches for the balance of the week will be offered on a first available/first out basis. All loads dispatched on a Saturday shall be offered by seniority providing the owner-operator and the individual is available. For the balance of the week, all loads will be dispatched in accordance with the daily seniority (first in, first out) and in accordance with the priority of the load. Dispatches will not be held or hidden for the purpose of denying the senior men their seniority. It is understood that the all trips will be put in the computer system.

c) On Friday and Saturday, any owner-operator and the individual in Canada who wishes to return to his home terminal, the company shall have the right to dispatch him ahead of the owner-operator or an individual who are available but are at their home terminal. These owner-operators or these individuals will be dispatched in accordance with the availability of loads to their home terminal, and in accordance with their

daily seniority from amongst the owner-operators or the individual wishing to get home. The same rule will apply to any driver in the USA who is 400 miles or less from his home terminal.

d) Owner-operators and individuals will be considered available only if they meet the following requirements:

- 1) If they have delivered their load or have been relieved from delivering their load by the dispatcher.
- 2) If they have not advised their dispatcher that they were booking off duty for rest period.
- 3) If they have not advised their dispatcher that they were booking off duty for maintenance.
- 4) If they have advised their dispatcher of the day and time they are available.

e) No information on loads available will be communicated to an owner-operator or an individual until he is available and has confirmed the day and time of his availability. When an owner-operator or an individual makes himself available and has been assigned a load, he will not have the right to refuse it or to change his availability.

f) The company reserves the right to reposition any US owner-operator when required to move a US load provided that the owner-operator or the individual will pick up his re-load for the US within the normal time frame.

g) Bid runs

1. Should the company decide to implement bid runs, the company agrees to post a notice at the appropriate terminal for 15 calendar days. The posting must specify all conditions, rules and rates pertaining to the

bid and it is understood that all bids will be renewed annually and the company must notify the union of any modifications to the bid.

2. When an owner-operator or individual is relieved from his bid it is understood that he will return to his previous division (USA or Canadian) within the company. However in consideration of the fact that the company's priority is to grow the USA division, the company will allow an owner-operator or individual to transfer or remain on the USA board once his bid is finished. If the owner-operator or individuals previous division was USA; he may request to remain Canadian once his bid is finished; the company will consider the request as long as the volume of work permits such an owner-operator or individual to remain Canadian.
3. Bid opportunities for new business can be listed at rates lower than those printed in the collective agreement; however the company cannot force an owner-operator or individual to participate at a lower rate. The company agrees that they cannot propose mileage rates less than what is published in Appendix A, D for the regular weight category.
4. **Vacations- Costco contract**

It is agreed that the bid, for "Costco" customer, must foresee six (6) weeks of vacation per year and not five (5) weeks, without the owner-operator having to assign a driver on his truck.

5. **Bid runs**

It is understood between the parties that the Costco store located in Drummondville will be an integral part of the bids run and will be paid at an hourly rate in addition to adding the fuel subsidy based on the mileage calculation starting at the next scheduled bids in November 2016 to be effective in January 2017.

h) **Toronto area dispatch**

Applicable at the Toronto terminal only

1. Will apply on Monday only.
2. Seniority will be maintained within 125 miles of Toronto.
3. A choice of every load available within that 125 miles radius will be offered by seniority.
4. The owner-operator or individual may be required to pick up a load in the area that they have emptied and return it to the yard. They will be paid fully for the pickup.
5. All of the above provisions are dependent of there being no logistic conflict and that there is sufficient power to cover all loads.
6. **Loads scheduled for Tuesday Delivery (Ex.: Toronto)**

On Friday at 3 p.m., any loads scheduled for Tuesday delivery will be offered in order of seniority. In the event the dispatcher knows earlier in the day that is available, he will be able to start the 3 p.m. dispatch sooner.

i) When an agency driver leaves the company and is replaced with a new agency driver, the company agrees to amend the seniority date of the truck to the last place on the seniority list, to reflect the start date of the new agency driver. Upon request, the company must submit to the union delegates a seniority list of the company trucks and their division.

16.7 Owner-operators or the individual shall be considered probationary until they have completed 120 calendar days, at which time they shall be placed on the seniority list. On attaining seniority, the probationary owner-operator or the individual shall be accorded his seniority from the first day worked for the company.

16.8 It is agreed that a screen must be available at the Montreal Terminal, just like in Toronto, to allow the owner-operator or individuals to consult all available trips, on the Canadian or USA board.

16.9 It is agreed that the company will provide route itineraries.

16.10 Long Combination Vehicle (LCV) Operation

Following the request of the union on April 21st 2011, at the time of negotiation for the renewal of the collective labour agreement, the employer XTL Transport informs us that the project is under development. Parties have agreed that if the renewal of the permit of XTL Transport exceeds 5 trucks for LCV operation, the employer XTL Transport agrees to involve all qualified owner-operators.

ARTICLE 17

INSURANCE

17.1 The parties agree that the owner-operators and the individual commercial vehicles shall be insured through the company's fleet insurance policy, which shall cover loss occasioned by fire, theft and collision to the said vehicle and public liability arising out of the use of the said vehicle. The

owner-operator or the individual shall participate to the cost of insurance as determined in article 17.

17.2 The company carries liability insurance for cargo, bodily injury, property damage with a self-insured retention of fifty thousand dollars (\$50,000.00) per occurrence. The owner-operator or the individual shall be liable for any damage or loss to following categories, namely: tractor, trailer, chassis, container, converter, cargo, property damage and bodily injury. The liability of the owner-operator or the individual shall be limited to a deductible as established in article 17.

17.3 The deductible amount may be deducted by the company from any amounts owing to the owner-operator or to the individual after prior notice by the company. The company will not deduct any monies until the accident report has been finalized. The money, if payable, will be deducted from the holdback; providing the holdback is in good-standing, and replaced in accordance with article 15.1 of this agreement.

17.4 a) Insurance policies for owner-operators with start dates prior to July 21st 1992.

b) The owner-operator's insurance rate will commence at 5% of his gross revenue, deduct weekly. This includes all liability, cargo and collision.

c) The insurance rate is reduced 0.5% per preventable accident free year, to a minimum rate of 3.5%.

d) For each accident that has been deemed preventable, the insurance rate will increase by 0.5% for the following year.

e) The insurance rates will be subject to the above noted increases or decreases on January 1st of each year.

17.5 a) Insurance policy for owner-operators or for the individual with start dates after July 21st 1992.

b) The owner-operator or the individual will pay 6.5% of his gross revenue, deducted weekly. This includes all liability, cargo and collision. The insurance rate is reduced 0.5% every year at the anniversary date for preventable accident free year, to a minimum rate of 3.5%.

c) For each accident that has been deemed preventable, the insurance rate will be increased by 0.5% for the following year.

d) The insurance rates will be subject to the above noted increases or decreases on January 1st of each year.

17.6 Cost of insurance

In the event of a preventable accident the owner-operator or the individual agrees to reimburse the company \$3,000.00 or the actual amount claimed for loss or damage, whichever is the lesser, in respect to which indemnity is provided.

17.7 Definition to "preventable"

a) For the purpose of this agreement, a "preventable" accident shall be classified as an accident in which the owner-operator or the individual is at fault, or partially at fault, and the company is required to contribute financially towards the settlement of a claim.

b) In the event that the owner-operator or the individual assumes the full cost of the accident, the company shall not classify the accident as preventable.

c) Fault will be determined by an independent professional who must be mutually agreed upon by the company and the union.

d) No monies shall be deducted from the owner-operator or from the individual, until the decision of the independent professional is received.

e) The company will provide a copy of the insurance policy for each owner-operator.

17.8 Down-time

a) When an owner-operator is involved in an accident, "down-time" will be defined as a replacement of lost wages provided that the owner-operator is not entitled to weekly indemnity from their benefit plan. "Down-time" is not a replacement of an owner-operators or individual's contract wages.

b) When an owner-operator is involved in an accident, the company agrees to pay down-time to owner-operators or individuals providing that the accident is judged non-preventable and there is no rental truck available.

c) When an owner-operator or an individual qualifies for "Down-time", it will be calculated individually based on the average daily gross pay for the last 4 weeks of earning immediately preceding the date of the accident. "Down-time" will commence on the day after the accident. The daily rate will be established at 30% of the average daily gross pay.

d) In the case that a rental truck is available, no "down-time" will be paid to the owner-operator or the individual,. The company will pay the cost of the truck rental, however the operating costs of such a rental truck will be the responsibility of the owner-operator or the individual. If an owner-operator or an individual refuses to take a rental truck, no "down-time" will be paid.

ARTICLE 18

COLLECTIVE INSURANCE PLAN **CSST FOR THOSE LIVING IN QUEBEC** **THAT ARE NOT INCORPORATED**

18.1 a) The company agrees to maintain and administer a private insurance plan for all owner-operators including all

guarantees at the rate negotiated and agreed to at the time of this agreement.

b) It is understood that seventy-five percent (75%) of the cost of the private insurance plan will be the responsibility of the owner-operator but that the company will assume twenty-five percent (25%) of such cost.

c) It is also understood that the said private insurance plan will not apply to owner-operators or individuals whose names are enumerated in letter of agreement #1.

d) It is agreed that in the event the employer changes insurance company, he must maintain the same benefits or superior to the actual insurance plan.

e) Applicable as of January 1st 2017, it is understood that XTL Transport Inc. will provide to all owner-operators covered by the collective agreement a drug card for their use.

18.2 The company agrees for the duration of this agreement to eliminate the amount deducted (\$25.00 per person or \$50.00 per family) per franchise (i.e. dental, prescriptions and eyes glasses).

18.3 Owner-operators or individuals employing drivers to work on their truck(s) will have to provide proof of coverage with WSIB (ONT)/CSST(QUÉ) or the equivalent in private insurance. The company agrees to maintain the CSST coverage and private insurance for the owner-operators in Quebec that did not qualify for independent status under CSST regulations. See letter of agreement #1 of the present collective agreement for the name of the owner-operators that are covered under the company's CSST.

18.4 It is understood between parties, that approximately 60 days from the date that this agreement is signed, the company will request that two owner-operators, preferably one from each terminal, attend a meeting in Toronto, with the plan administrator to review the benefit package. The plan administrator will explain all the current benefits as well as other

benefits available. The administrator will advise on the cost of any changes and if desired the owner-operators may consult with the membership, who will have the option to elect such changes.

ARTICLE 19

DISCIPLINARY MEASURE

19.1 a) For disciplinary measure, all infractions of rules and regulations shall be removed from the owner-operators or from the individuals record after one (1) year. Nothing in these rules and regulations shall deprive the owner-operator or the individual of the right to challenge a penalty through the regular grievance procedure. All infractions of the Highway Traffic Act and Municipal Bylaws shall be the responsibility of the owner-operator or of the individual except those which are, by their nature, the responsibility of the company.

b) Any owner-operator or the individual requested to sign for the receipt of an incident report may be accompanied by a steward or any union representative.

c) All penalties and reprimands must be issued to the owner-operator or to the individual within fifteen (15) days (Saturdays, Sundays and general holidays excluded) from the time the infraction became known, otherwise, the penalty or reprimand will be considered null and void. A copy shall be forwarded to the union.

ARTICLE 20

GENERAL PROVISIONS

20.1 Each owner-operator or individual will sign an individual owner-operator or individual contract with the company. These contracts will be identical in content and will be considered as an extension of the main agreement.

20.2 The company agrees to provide and maintain adequate and clean facilities in respect of waiting rooms and washrooms.

20.3 The pay checks will be deposit weekly by bank deposit.

20.4 All new owner-operators and all new individuals' hires will be required to plate for the USA.

20.5 The company commits itself to translate the present collective agreement into English. In the case of dispute concerning the differences in substance or meaning between the English and the French version, in any and all instances, the French version will prevail due to the fact that the agreement has been negotiated in French.

20.6 New equipment

Prior to anyone buying a new truck and all new hires must check with the company to determine tractor qualification.

20.7 Co-broking

The company agrees to co-break only in instances where all the owner-operators are working or:

- a) Where no owner-operators or individuals are available.
- b) Where there is no backhaul available.
- c) Where the revenue of the load in question is inferior to the minimum required by the company.
- d) Where the owner-operator or the company or the individual cannot supply all the necessary equipment.
- e) When the customer requests that the load be moved by another means.

20.8 The company commits itself to pay the required fees for all compliance related to drug tests, medical exams and forms. All of this can be done by a doctor of the owner-operator's choice providing he/she is qualified as required by regulations.

20.9 All facsimile and telephone communications relating to company business are to be paid for by the company.

20.10 All changes in contract regarding Local 106 and Local 938 will be ratified by the entire membership.

ARTICLE 21

REMUNERATION

21.1 The company shall pay the owner-operator or the individual for the use of his equipment as provided in appendix "A".

21.2 In order to receive payment for the work performed, the owner-operator or the individual will have to submit:

- a) A bill of loading and pro bill duly signed;
- b) A completed trip sheet each week accompanied by logs, inspection and maintenance forms/reports;
- c) Any other documents required by the company.

21.3 The owner-operator or an individual shall submit his account for services rendered to the company weekly. Any adjustment claimed or dispute made by the owner-operator or an individual with the company's statement and payment shall be made by the owner-operator or an individual to the company at its home terminal, within thirty (30) days after his receipt of the statement, and thereafter a statement shall be final and binding.

21.4 In the event of the owner-operator's equipment breakdown, the company shall deduct from the owner-operators or an individual's earnings, any cost or expense incurred by the company in completing pick-up or delivery services for the owner-operator or for the individual, in assisting the owner-operator in moving cargo from the consignor to the consignee. In cases where company equipment breakdown, the owner-operator or individual will not be charged.

ARTICLE 22

PRINTING, TYPING AND DISTRIBUTION OF THE AGREEMENT

22.1 The typing and printing into booklets of the present agreement will be the union's responsibility, but will be charged to the company. The latter will distribute such booklets to its owner-operators or its individual during the week following their delivery.

ARTICLE 23

DURATION

23.1 The present collective labour agreement will be in force starting as of its ratification date, which is October 2nd 2016, until December 31st 2020.

23.2 If one or the other party to the present wishes to negotiate the terms of this agreement, a written notice giving at least eight (8) days prior to the date, the hour and place where representatives are to meet the other party's representatives for renewal of the collective agreement must be sent to the other party within ninety (90) days prior to the expiry of the present agreement.

23.3 This agreement must remain effective until another collective agreement is signed.

IN WITNESSETH THEREOF, the parties have signed on this December 9, 2016.

FOR THE EMPLOYER

Lenore Lagnon
[Signature]
[Signature]

FOR THE UNION

Alan [Signature]
Kit [Signature]
Deann [Signature]
Quin [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

APPENDIX "A"

This appendix is an integral part of the present collective agreement.

**OPERATOR RATE PACKAGE - GENERAL FREIGHT
ALL CANADIAN & U.S. MILEAGE**

A) 1 Movements (non-Costco)

**All movements under 175 miles applicable to
owner-operators who perform trips other than for
Costco customer**

	Ratif. Oct. 2, 2016	1 st Sunday of June 2017	1st Sunday of January 2018	1st Sunday of January 2019	1st Sunday of January 2020
1- Regular	1.0725	1.0825	1.0925	1.1025	1.1125
2- Over 53M	1.1575	1.1675	1.1775	1.1875	1.1975
3- Over 72M	1.2225	1.2325	1.2425	1.2525	1.2625
4- Empty	1.0325	for the duration of the agreement			
5- Pick up	42.60	43.00	43.40	43.80	44.20
6- Delivery	42.60	43.00	43.40	43.80	44.20
7- Drop/hook (incl garage)	25.40	25.70	26.00	26.30	26.60
8- Switch	42.60	43.00	43.40	43.80	44.20
9-Border Crossing into USA	18.00	for the duration of the agreement			

Included in the above is: One (1) hour loading & unloading, maximum seven (7) hours.

A) 2 Movements (Costco) only

All movements under 175 miles applicable to owner-operators who perform trips only for the Costco customer except those who do city work for Costco who will continue to be paid at the hourly rate set out in section G) 12 of Appendix A

	Ratified Oct. 2, 2016	1 st Sunday of January 2019	1 st Sunday of January 2020
1- Regular	1.0625	1.0725	1.0825
2- Over 53M	1.1475	1.1575	1.1675
3- Over 72M	1.2125	1.2225	1.2325
4- Empty	1.0325	for the duration of the agreement	
5- Pick up	42.20	for the duration of the agreement	
6- Delivery	42.20	for the duration of the agreement	
7- Drop/hook (incl garage)	25.10	for the duration of the agreement	
8- Switch	42.20	for the duration of the agreement	

Included in the above is: One (1) hour loading & unloading, maximum seven (7) hours.

B) All movements of 175 miles but under 500 miles

	Ratified Oct. 2, 2016	1 st Sunday of June 2017	1 st Sunday of January 2018	1 st Sunday of January 2019	1 st Sunday of January 2020
1- Regular	1.2825	1.2925	1.3025	1.3125	1.3225
2- Over 53M	1.3225	1.3325	1.3425	1.3525	1.3625
3- Over 72M	1.3725	1.3825	1.3925	1.4025	1.4125
9-Border Crossing into USA	18.00	for the duration of the agreement			

Included in the above is: First pick-up & delivery, one (1) hour loading & unloading, maximum seven (7) hours.

C) All movements over 500 miles

	Ratif. Oct. 2, 2016	1 st Sunday of June 2017	1st Sunday of January 2018	1st Sunday of January 2019	1st Sunday of January 2020
1- Regular	1.2575	1.2675	1.2775	1.2875	1.2975
2- Over 53M	1.3125	1.3225	1.3325	1.3425	1.3525
3- Over 72M	1.3575	1.3675	1.3775	1.3875	1.3975
4- Border Crossing into USA	18.00	for the duration of the agreement			

Included in the above is: First pick-up & delivery, one (1) hour loading & unloading, maximum seven (7) hours.

D) All movements over 1,000 miles

This section no longer applies; rates are now covered and incorporated into new section C) of this Schedule A which now covers 500 miles or more.

E) It is understood that all mileage rates in paragraphs A), B), and C) above and G) 14, shall be deducted the amount of \$0.0385 cents, for all the owner-operators or individuals that have their names enumerated in the letter of agreement #1 of the present collective labour agreement.

F) In addition to the above rates, effective from the date of ratification which is October 2, 2016, the company will pay a \$0.06 cent/mile bonus on all miles travelled between Ontario and the following states: Connecticut, Delaware, District of Columbia, Massachusetts, Maryland, Maine, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia.

G) Other rates

1) **Empty rates:** To see the rates in the paragraph "A".

2) If the owner-operator or if the individual does not perform the pick up or delivery he will be charged \$35.00 unless authorized.

3) **a) Extra pick-up or deliveries**

Effective from the date of ratification which is October 2, 2016, an amount of \$35.50 will be paid for the duration of the agreement. Definition of an extra Pick up or Delivery: The company agrees to pay an extra pick up or delivery, if the driver must exit the first property or complex and drive on public roads to get to a a different property or complex. The waiting time will be considered continuous, when the definition of additional pick-up and delivery are not applied.

b) Fuelling Heaters

The company will pay five dollars (\$5.00) for fuelling heaters.

G) 4) Canadian Tire deliveries

a) Deliveries: \$35.00 each (including the first delivery)

b) Unloading time: \$23.00 for the duration of the agreement

5) Waiting time

The waiting time is paid thirty-one dollars (\$31.00) per hour for the duration of this agreement.

- a) These rates apply to all highway loads, except Canadian Tire.
- b) Arrival and departure must be shown on manifest or the bill of lading and signed by the customer if possible.
- c) Should the customer refuse to sign, the operator must advise the dispatcher.

6) New-York Island premium

- a) \$65.00 premium will apply on all trips to the island of New-York. Effective January 1st 2012, \$70.00 premium, will apply on all trips to the island of New-York.
- b) Also, for every hour after noon (12h00) waiting for a dispatch on the island of New-York, the waiting time rate listed in G-5 will be paid to a maximum of one hundred dollars (\$100.00) including layover allowance.
- c) On the second trip of the week (Sunday to Saturday) to the island of New-York, and owner-operator or an individual will not be required to wait for more than two (2) hours before being dispatched.
- d) The company will disburse all road taxes for New-York States.

7) Layover

- a) AM appointments: effective from the date of ratification which is October 2, 2016, US layover will be paid \$110.00 when the owner-operator or the individual is not dispatched prior to 7 PM providing he called

empty prior to noon (12h00) in the owner-operators or the individual time zone.

- b) The above shall not deprive an owner-operator or an individual that has an appointment before noon (12h00) for unloading of his layover if he meet his appointment and finished unloading after noon (12h00).
- c) Afternoon appointments: US layover will be paid providing the owner-operator or the individual is not dispatched prior to 7 PM.
- d) An owner-operator or an individual will forfeit a layover if he is moved 200 miles loaded or empty.
- e) When an owner-operator is scheduled on a load for the next day, he is entitled to a layover providing he has not moved more than 200 miles. If the owner-operator is given a pick up for the same day but the loading does not finish until the following day, he is entitled to a layover providing he did not travel more than 200 miles.
- f) In Canada, in the event that an owner-operator or individual has multiple deliveries that cannot be completed on the same day the company agrees to pay a \$50 for Canadian layover and starting January 1st 2013, an amount of \$55.00.

8) Tolls

US tolls will be reimbursed upon presentation of proper receipts owner-operator or individual will be provided with a cash advance of \$200.00 if needed for this purpose.

9) Mileage

- a) All pay mileage from the US is based on the "PROPHECY PRACTICAL GUIDE".
- b) The company agrees to recognize the mileage chart, revised April 6th 1989 for Ontario and Quebec.

10) 350 miles will be paid between Montreal and Toronto within the boundaries determined below:

	TORONTO	MONTREAL
North	Highway 7	Rivière des Mille-Îles
South	Lake Ontario	St-Lawrence River
East	Port Union Road	Exit Tricentenaire
West	Highway 10	Morgan Blvd.

11) Hand bombs

- a) Should the company or customer require helpers or a lumper, the company will pay the cost.
- b) Should the owner-operator or individual be required to hand bomb a load, the company will pay the waiting time rate commencing at the time of the appointment, with a maximum of seven (7) hours.

G) 12) City work

- a) First pick-up or delivery (including mileage):
For the hourly rate, see article 12 c) below.
- b) Switch: \$42.20 for the duration of the agreement.
- c) City owner-operator rate:

Ratif. Oct. 2, 2016	1 st Sunday of June 2017	1 st Sunday of January 2018	1 st Sunday of January 2019	1 st Sunday of January 2020
39.50	40.00	40.50	41.00	41.50

d) Hourly guarantee for city work:

XTL agrees to guarantee minimum four (4) hours work when called in. The guarantee is subject to all work within the scope of the collective agreement (operator must be willing to do any work available, including but not limited to hourly, hand bomb, and mileage work). Should the operator refuse this additional work then the company will be relieved of the four (4) hour guarantee.

- e)** It is understood that the hourly rates mentioned above as in article G-12 c) shall be deducted the amount of \$2.00/hour, for all owner-operators or individuals that have their name enumerated in the letter of agreement #1 of the present collective labour agreement, all this, in reference to the articles 18.1 and 18.3.

G) 13) Fuel

- a)** The company will sell fuel to the owner-operator or to the individual at the cost price from our present supplier or other suppliers.

b) 1) Mileage Subsidy

- The company undertakes to pay to owner-operator and individuals a fuel subsidy when the price of fuel exceeds \$0.4729 per litre (exclusive of refundable taxes), as follows:
- The weekly subsidy will be calculated each week based on the average

price per litre between Montreal and Ontario at 7.5 miles to the gallon.

- The subsidy will apply on all paid miles (loaded and empty).
- Thus, the subsidy will be calculated as follows:
- The excess of the blended cost for the week less the base fuel price of \$0.4729 constitutes the amount per litre which will be subsidized.
- This amount per litre is multiplied by 4,5455 in order to convert it into an amount per gallon.
- The price per gallon thus obtained is divided by 7.5 miles to the gallon in order to convert to a subsidized rate per mile.

2) Cartage (City Work) Subsidy

- The weekly subsidy will be calculated each week based on the average price per litre between Montreal and Toronto at two (2) gallons per hour.
- The subsidy will apply on all hours paid for cartage (City Work).
- Thus, the subsidy will be calculated as follows:
- The excess of the blended cost for the week less the base fuel price of \$0.4729 constitutes the amount per litre which will be subsidized.

- This amount by litre is multiplied by 4.5455 in order to convert it into an amount per gallon.
 - The price per gallon thus obtained is paid for all cartage (city work) hours paid multiplied by two (2).
- 3)** The parties confirm that the company has already advised owner-operators and individuals of their right to refuse the fuel subsidy based on mileage or on hours of city work (cartage) as set out above, and to choose instead the alternative option of a fixed subsidy of \$0.60 per litre. All owner-operators and individuals who made such a choice will continue to receive the fixed subsidy of \$0.60 per litre for the duration of the collective agreement as set out in paragraph above mentioned, subject to the following:

All owner-operators and individuals did, within a final and maximum period of thirty (30) days, advised the company that they decided to replace their choice of fuel subsidy by the other option (i.e., either the option of a fuel subsidy based on mileage or on hours of city work (cartage) or the option of a fixed subsidy of \$0.60 per litre) for the duration of the collective agreement.

For greater clarity and to understand the terms 1, 2 and 3, examples of the calculation of the said mileage subsidy are set out in Appendix "B" to the present collective labour agreement.

14) Empty mileage over 300 miles for the paper mills

The empty mileage over three hundred (300) miles for the paper mills will be paid at the rate of \$1.0525 for the duration of this contract. During the 2011 negotiation, the company has corrected the system and is now paying three hundred and one (301) miles (Jonquière to Côte St-Luc).

15) Additional mileage for "dangerous goods"

In the event that an owner-operator is routed off line because he is hauling dangerous goods, the company agrees to pay the additional mileage as per the "PROPHECY PRACTICAL GUIDE".

16) If a driver must bring his load to a garage and/or XTL terminal to protect it from freezing and also when he must bring his load in the yard for security, the company will pay a "switch", providing the driver returns to perform the delivery.

17) Additional mileage in USA caused by the trucks 53'

Actually, when an owner-operator or individual must make the additional mileage in the USA, in order to comply with the roads forbidding 53' trucks, the owner-operator or individual must remit an outside road mileage sheet that must be verified by security service and paid, if valid. After the ratification of this new agreement, the company agrees to make the permanent changes in this Prophecy Practical Guide in order to avoid renewing constantly the request.

18) Electronic log book

If the event the company requires or is mandated to operate with Electronic Logs (EOBR) the cost will be the responsibility of the company.

19) It is understood that if the customer Costco moves its current St-Bruno warehouse to settle elsewhere: all bids will be displayed again.

APPENDIX « B »

**THIS PRESENT DOCUMENT CONCERNED THE ARTICLE
G-13 TO THE APPENDIX « A » OF THE PRESENT
AGREEMENT (PAYMENT FOR FUEL)**

**EXAMPLES OF THE CALCULATION OF THE MILEAGE
FUEL SUBSIDY**

Rules for calculating the mileage fuel subsidy XTL TRANSPORT INC. AND THE CANADIAN CONFERENCE OF TEAMSTERS (LOCAL 106 AND LOCAL 938)						
	- \$0,4729	Base fuel cost \$/litre assumed by the Owner-operator				
	4,5455	Conversion of litres to gallons (Impérial)				
	7,5	Miles per gallon				
Cost	<u>Less</u>	Cost \$/litre Above		Cost \$/gallon Above		Cost
Per litre	Base	Base		Base	MPG	Per mile
0,4829	-\$0,4729	\$0,01	4,5455	\$0,0455	7,5	\$0,0061
0,4929	-\$0,4729	\$0,02	4,5455	\$0,0909	7,5	\$0,0121
0,5029	-\$0,4729	\$0,03	4,5455	\$0,1364	7,5	\$0,0182
0,5129	-\$0,4729	\$0,04	4,5455	\$0,1818	7,5	\$0,0242
0,5229	-\$0,4729	\$0,05	4,5455	\$0,2273	7,5	\$0,0303
0,5329	-\$0,4729	\$0,06	4,5455	\$0,2727	7,5	\$0,0364
0,5429	-\$0,4729	\$0,07	4,5455	\$0,3182	7,5	\$0,0424
0,5529	-\$0,4729	\$0,08	4,5455	\$0,3636	7,5	\$0,0485
0,5629	-\$0,4729	\$0,09	4,5455	\$0,4091	7,5	\$0,0545
0,5729	-\$0,4729	\$0,10	4,5455	\$0,4545	7,5	\$0,0606
0,5829	-\$0,4729	\$0,11	4,5455	\$0,5000	7,5	\$0,0667
0,5929	-\$0,4729	\$0,12	4,5455	\$0,5455	7,5	\$0,0727
0,6029	-\$0,4729	\$0,13	4,5455	\$0,5909	7,5	\$0,0788
0,6129	-\$0,4729	\$0,14	4,5455	\$0,6364	7,5	\$0,0848
0,6229	-\$0,4729	\$0,15	4,5455	\$0,6818	7,5	\$0,0909
0,6329	-\$0,4729	\$0,16	4,5455	\$0,7273	7,5	\$0,0970
0,6429	-\$0,4729	\$0,17	4,5455	\$0,7727	7,5	\$0,1030
0,6529	-\$0,4729	\$0,18	4,5455	\$0,8182	7,5	\$0,1091

APPENDIX « B » (follow)

Rules for calculating the mileage fuel subsidy XTL TRANSPORT INC. AND THE CANADIAN CONFERENCE OF TEAMSTERS (LOCAL 106 AND LOCAL 938)						
	-\$0,4729	Base fuel cost \$/litre assumed by the Owner-operator				
	4,5455	Conversion of litres to gallons (Impérial)				
	7,5	Miles per gallon				
Cost	<u>Less</u>	Cost \$/litre Above		Cost \$/gallon Above		Cost
Per litre	Base	Base		Base	MPG	Per mile
0,6629	-\$0,4729	\$0,19	4,5455	\$0,8636	7,5	\$0,1152
0,6729	-\$0,4729	\$0,20	4,5455	\$0,9091	7,5	\$0,1212
0,6829	-\$0,4729	\$0,21	4,5455	\$0,9545	7,5	\$0,1273
0,6929	-\$0,4729	\$0,22	4,5455	\$1,0000	7,5	\$0,1333
0,7029	-\$0,4729	\$0,23	4,5455	\$1,0455	7,5	\$0,1394
0,7129	-\$0,4729	\$0,24	4,5455	\$1,0909	7,5	\$0,1455
0,7229	-\$0,4729	\$0,25	4,5455	\$1,1364	7,5	\$0,1515
0,7329	-\$0,4729	\$0,26	4,5455	\$1,1818	7,5	\$0,1576
0,7429	-\$0,4729	\$0,27	4,5455	\$1,2273	7,5	\$0,1636
0,7529	-\$0,4729	\$0,28	4,5455	\$1,2727	7,5	\$0,1697
0,7629	-\$0,4729	\$0,29	4,5455	\$1,3182	7,5	\$0,1758
0,7729	-\$0,4729	\$0,30	4,5455	\$1,3636	7,5	\$0,1818
0,7829	-\$0,4729	\$0,31	4,5455	\$1,4091	7,5	\$0,1879
0,7929	-\$0,4729	\$0,32	4,5455	\$1,4545	7,5	\$0,1939
0,8029	-\$0,4729	\$0,33	4,5455	\$1,5000	7,5	\$0,2000
0,8129	-\$0,4729	\$0,34	4,5455	\$1,5455	7,5	\$0,2061
0,8229	-\$0,4729	\$0,35	4,5455	\$1,5909	7,5	\$0,2121
0,8329	-\$0,4729	\$0,36	4,5455	\$1,6364	7,5	\$0,2182
0,8429	-\$0,4729	\$0,37	4,5455	\$1,6818	7,5	\$0,2242
0,8529	-\$0,4729	\$0,38	4,5455	\$1,7273	7,5	\$0,2303
0,8629	-\$0,4729	\$0,39	4,5455	\$1,7727	7,5	\$0,2364
0,8729	-\$0,4729	\$0,40	4,5455	\$1,8182	7,5	\$0,2424
0,8829	-\$0,4729	\$0,41	4,5455	\$1,8636	7,5	\$0,2485
0,8929	-\$0,4729	\$0,42	4,5455	\$1,9091	7,5	\$0,2545
0,9029	-\$0,4729	\$0,43	4,5455	\$1,9545	7,5	\$0,2606
0,9129	-\$0,4729	\$0,44	4,5455	\$2,0000	7,5	\$0,2667
0,9229	-\$0,4729	\$0,45	4,5455	\$2,0455	7,5	\$0,2727
0,9329	-\$0,4729	\$0,46	4,5455	\$2,0909	7,5	\$0,2788
0,9429	-\$0,4729	\$0,47	4,5455	\$2,1364	7,5	\$0,2848

APPENDIX « B » (follow)

Rules for calculating the mileage fuel subsidy XTL TRANSPORT INC. AND THE CANADIAN CONFERENCE OF TEAMSTERS (LOCAL 106 AND LOCAL 938)						
	-\$0,4729	Base fuel cost \$/litre assumed by the Owner-operator				
	4,5455	Conversion of litres to gallons (Impérial)				
	7,5	Miles per gallon				
Cost	Less	Cost\$/litre Above		Cost \$/gallon Above		Cost
Per litre	Base	Base		Base	MPG	Per mile
0,9529	-\$0,4729	\$0,48	4,5455	\$2,1818	7,5	\$0,2909
0,9629	-\$0,4729	\$0,49	4,5455	\$2,2273	7,5	\$0,2970
0,9729	-\$0,4729	\$0,50	4,5455	\$2,2727	7,5	\$0,3030
0,9829	-\$0,4729	\$0,51	4,5455	\$2,3182	7,5	\$0,3091
0,9929	-\$0,4729	\$0,52	4,5455	\$2,3636	7,5	\$0,3152
1,0029	-\$0,4729	\$0,53	4,5455	\$2,4091	7,5	\$0,3212
1,0129	-\$0,4729	\$0,54	4,5455	\$2,4545	7,5	\$0,3273
1,0229	-\$0,4729	\$0,55	4,5455	\$2,5000	7,5	\$0,3333
1,0329	-\$0,4729	\$0,56	4,5455	\$2,5455	7,5	\$0,3394
1,0429	-\$0,4729	\$0,57	4,5455	\$2,5909	7,5	\$0,3455
1,0529	-\$0,4729	\$0,58	4,5455	\$2,6364	7,5	\$0,3515
1,0629	-\$0,4729	\$0,59	4,5455	\$2,6818	7,5	\$0,3576
1,0729	-\$0,4729	\$0,60	4,5455	\$2,7273	7,5	\$0,3636
1,0829	-\$0,4729	\$0,61	4,5455	\$2,7727	7,5	\$0,3697
1,0929	-\$0,4729	\$0,62	4,5455	\$2,8182	7,5	\$0,3758
1,1029	-\$0,4729	\$0,63	4,5455	\$2,8636	7,5	\$0,3818
1,1129	-\$0,4729	\$0,64	4,5455	\$2,9091	7,5	\$0,3879
1,1229	-\$0,4729	\$0,65	4,5455	\$2,8545	7,5	\$0,3939
1,1329	-\$0,4729	\$0,66	4,5455	\$3,0000	7,5	\$0,4000
1,1429	-\$0,4729	\$0,67	4,5455	\$3,0455	7,5	\$0,4061
1,1529	-\$0,4729	\$0,68	4,5455	\$3,0909	7,5	\$0,4121
1,1629	-\$0,4729	\$0,69	4,5455	\$3,1364	7,5	\$0,4182
1,1729	-\$0,4729	\$0,70	4,5455	\$3,1818	7,5	\$0,4242
1,1829	-\$0,4729	\$0,71	4,5455	\$3,2273	7,5	\$0,4303
1,1929	-\$0,4729	\$0,72	4,5455	\$3,2727	7,5	\$0,4364
1,2029	-\$0,4729	\$0,73	4,5455	\$3,3182	7,5	\$0,4424
1,2129	-\$0,4729	\$0,74	4,5455	\$3,3636	7,5	\$0,4485
1,2229	-\$0,4729	\$0,75	4,5455	\$3,4091	7,5	\$0,4545
1,2329	-\$0,4729	\$0,76	4,5455	\$3,4545	7,5	\$0,4606
1,2429	-\$0,4729	\$0,77	4,5455	\$3,5000	7,5	\$0,4667

ANNEXE « B » (suite)

Rules for calculating the mileage fuel subsidy XTL TRANSPORT INC. AND THE CANADIAN CONFERENCE OF TEAMSTERS (LOCAL 106 AND LOCAL 938)						
	- \$0,4729	Base fuel cost \$/litre assumed by the owner-operator				
	4,5455	Conversion of litres to gallons (Impérial)				
	7,5	Miles per gallon				
Cost	Less	Cost \$/litre Above		Cost \$/gallon Above		Cost
Per litre	Base	Base		Base	MPG	Per mile
1,2529	-\$0,4729	\$0,78	4,5455	\$3,5455	7,5	\$0,4727
1,2629	-\$0,4729	\$0,79	4,5455	\$3,5909	7,5	\$0,4788
1,2729	-\$0,4729	\$0,80	4,5455	\$3,6364	7,5	\$0,4848
1,2829	-\$0,4729	\$0,81	4,5455	\$3,6818	7,5	\$0,4909
1,2929	-\$0,4729	\$0,82	4,5455	\$3,7273	7,5	\$0,4970
1,3029	-\$0,4729	\$0,83	4,5455	\$3,7727	7,5	\$0,5030
1,3129	-\$0,4729	\$0,84	4,5455	\$3,8182	7,5	\$0,5091
1,3229	-\$0,4729	\$0,85	4,5455	\$3,8636	7,5	\$0,5152
1,3329	-\$0,4729	\$0,86	4,5455	\$3,9091	7,5	\$0,5212
1,3429	-\$0,4729	\$0,87	4,5455	\$3,9545	7,5	\$0,5273
1,3529	-\$0,4729	\$0,88	4,5455	\$4,0000	7,5	\$0,5333
1,3629	-\$0,4729	\$0,89	4,5455	\$4,0455	7,5	\$0,5394
1,3729	-\$0,4729	\$0,90	4,5455	\$4,0909	7,5	\$0,5455
1,3829	-\$0,4729	\$0,91	4,5455	\$4,1364	7,5	\$0,5515
1,3929	-\$0,4729	\$0,92	4,5455	\$4,1818	7,5	\$0,5576
1,4029	-\$0,4729	\$0,93	4,5455	\$4,2273	7,5	\$0,5636
1,4129	-\$0,4729	\$0,94	4,5455	\$4,2727	7,5	\$0,5697
1,4229	-\$0,4729	\$0,95	4,5455	\$4,3182	7,5	\$0,5758
1,4329	-\$0,4729	\$0,96	4,5455	\$4,3636	7,5	\$0,5818
1,4429	-\$0,4729	\$0,97	4,5455	\$4,4091	7,5	\$0,5879
1,4529	-\$0,4729	\$0,98	4,5455	\$4,4545	7,5	\$0,5939
1,4629	-\$0,4729	\$0,99	4,5455	\$4,5000	7,5	\$0,6000
1,4729	-\$0,4729	\$1,00	4,5455	\$4,5455	7,5	\$0,6061
1,4829	-\$0,4729	\$1,01	4,5455	\$4,5909	7,5	\$0,6121
1,4929	-\$0,4729	\$1,02	4,5455	\$4,6364	7,5	\$0,6182
1,5029	-\$0,4729	\$1,03	4,5455	\$4,6818	7,5	\$0,6242

OWNER-OPERATOR OR INDIVIDUAL AGREEMENT

**THIS AGREEMENT IS MADE AND ENTERED INTO THIS
_____ DAY OF _____ 201__.**

**"XTL TRANSPORT INC.", A COMPANY INCORPORATED
UNDER THE LAWS OF ONTARIO WITH A BUSINESS
PLACE LOCATED AT THE CITY OF _____
PROVINCE OF _____.**

(hereinafter called the "company")

AND

NAME:

ADDRESS:

TOWN:

POSTAL CODE:

(Hereinafter called the "owner-operator" or an "individual")

**WHEREAS THE COMPANY IS IN THE BUSINESS OF
TRANSPORTING GOODS FOR COMPENSATION;**

**AND WHEREAS THE OWNER-OPERATOR OR THE
INDIVIDUAL CARRIES ON BUSINESS AS A DEPENDENT
TRUCKING CONTRACTOR;**

AND WHEREAS THE PARTIES DESIRE TO ENTER INTO AN AGREEMENT UNDER WHICH THE OWNER-OPERATOR OR THE INDIVIDUAL WILL PROVIDE CERTAIN TRANSPORTATION SERVICES TO THE COMPANY.

ARTICLE 1

EQUIPMENT

1.1 The company hereby leases from the owner-operator or from the individual, and the owner-operator or the individual leases to the company the equipment described below:

TYPE:

YEAR:

MAKE:

SERIAL NO:

ARTICLE 2

REPRESENTATION AND WARRANTIES

2.1 a) The owner-operator or the individual covenants and agrees with the company to hold his services and commercial vehicle equipment available for the use of the company, in the carriage of goods and freight as may be tendered from time to time by the company to the owner-operator or to the individual, in accordance with the terms and conditions as are hereinafter set out.

b) The owner-operators or the individual equipment, shall not be used during the term hereof for any other purpose than as directed by the company in pursuance of its services to the public.

2.2 a) The company shall have the right to use the equipment for any lawful purpose in connection with its transportation business, and shall have full possession and control over the equipment during the term of this agreement.

b) The company shall, in its own discretion, and in the event of equipment breakdown, substitute such commercial vehicle equipment or trailer equipment or as may be required to complete the transportation services initially undertaken by the owner-operator or by the individual.

ARTICLE 3

MAINTENANCE AND CARE OF EQUIPMENT

3.1 The owner-operator or the individual covenants and agrees as follows:

- a)** To accept all risks for depreciation, loss or damage to equipment and agrees to pay all operating and maintenance costs, and to keep and maintain the equipment in good condition as to mechanical repair, in good physical appearance and in good running order.
- b)** To have one (1) safety inspection per year performed on his equipment. These inspections shall be performed at a garage duly licenced for this purpose, and the cost of such inspection shall be the responsibility of the company. If the company requires more frequent inspections, the cost of such inspections will be the responsibility of the company.
- c)** To operate the equipment at all times in accordance with all applicable rules and requirements of regulatory authorities and all rules relating to traffic safety, highway protection and road requirements.

- d) When owner-operator or an individual purchase new equipment, such equipment shall be painted in the manner as may be required by the company. New hires will be given six (6) months to paint as required by the company.
- e) To remove all of the company's identification from the vehicle in question, within ten (10) days after the termination of agreement.
- f) Not to pledge the credit of the company, nor incur any liabilities in its name or on its behalf.

3.2 In the event the company extends credit to the owner-operator or to the individual for gasoline, diesel fuel, oil, antifreeze, tires, tubes, filters, or any other services, parts or raw materials, the owner-operator or the individual will be charged for such services, parts or materials and the same shall be deducted from his earnings. Such charges shall be in accordance with the invoice (or invoices) received by the company. The company assumes no responsibility whatsoever to the owner-operator, the individual or to third parties for any services, materials, equipment or repairs provided to the owner-operator or to the individual and the owner-operator or the individual covenants and agrees to indemnify and save the company harmless with respect to any such claim arising therefrom.

3.3 In the event at any time the owner-operator or the individual is using his equipment for the purpose of pulling company-owned equipment, the owner-operator or the individual shall be responsible for all damages of any nature or kind whatsoever suffered by company-owned equipment during the period of time, that company-owned equipment is under the care and control of the owner-operator or of the individual, and the company is hereby authorized to deduct the costs of any such repairs from monies payable by the company from time to time, to the owner-operator or to the individual. Prior to leaving the company premises or any other premises with company-owned equipment, the owner-operator or the individual shall draw to the attention of any properly authorized company

personnel any deficiencies or damages to company-owned equipment, in order that the owner-operator or the individual only be responsible for any damages caused to company-owned equipment by him.

ARTICLE 4

OPERATION

4.1 The parties agree that all services performed by the owner-operators or by the individual commercial vehicle equipment while operating or in the service of the company shall be billed and invoiced through the company.

4.2 The owner-operator or the individual shall, upon being tendered cargo by the company or by a customer of the company upon the company's instruction, accept the said cargo and transport the cargo in accordance with the term of the bill of lading as issued by the company or the company's customer as aforesaid.

4.3 The owner-operator or the individual shall be responsible for all cargo carried by him while in his possession or control and such responsibility shall commence from the time of pickup to the time of delivery to the company or the company's customer in accordance with the terms of the bill of lading. Loads of freight must be sealed and the number of said seals recorded on the bills of lading.

4.4 a) The owner-operator or the individual may purchase diesel fuel or gasoline required in his performance of this contract from pumps or supplies operated or sold by the company or at any other legally licenced distributor. All receipts must be forwarded to the company for fuel tax purposes. It is understood that the company will not issue purchase orders and the owner-operator or the individual must not pledge the credit of the company for fuel purchased at other than company-owned facilities.

b) The owner-operator or the individual shall be responsible for all fuel taxes. The company will provide a

system free of charge and which will determine the taxes to be paid or refunded. The owner-operator or the individual receive a statement explaining the refunds or charges. Fuel tax refunds shall be paid in their entirety to the owner-operator or to the individual.

4.5 The owner-operator or the individual shall comply at all times with all applicable rules and requirements of regulatory authorities, and all rules relating to traffic safety, highway protection and road requirements.

4.6 The owner-operator or the individual shall comply with all appropriate Canadian and US provincial, state and federal laws with respect to hours of work including such regulations as pertain to continuous hours of work and hours worked within a certain specified period of time.

4.7 a) The owner-operator or the individual shall, while he is the driver of the equipment, pay for all fines levied against the company for breaches of the highway traffic act and/or the public commercial vehicles act, or any other statute of the province or the jurisdiction in which the equipment is operated, and in addition her to, shall pay any legal costs incurred in defending such charges.

b) The owner-operator or the individual acknowledges that he is familiar with the laws of the areas for which he is contracted to operate with respect to all highway codes and, in particular, without limiting the generality of the foregoing, weight limitations, length limitations, width limitations and all safety limitations contained in said statutes, and in addition thereto, acknowledges that he has familiarized himself with the operating conditions contained in the operating licences of the company. An owner-operator or an individual will not be responsible for overweight if the bill of lading indicates a false weight or if the owner-operator or the individual did not witness or assist with the loading. It is understood that the company will not require an owner-operator or an individual to accept an overweight load.

4.8 The owner-operator or the individual may hire a driver to operate his commercial vehicle equipment previously described. In such a case, the owner-operator or the individual will be responsible for his driver to operate under all provisions of this agreement. The company must approve any person other than the owner-operator or the individual before that person is allowed to drive. Due to the time expense of qualifying a driver, any owner-operator or an individual requiring more than one (1) driver to be qualified per year, will be charged \$100.00 administration fee per each additional driver.

ARTICLE 5

NOTICE

5.1 For the purpose of this agreement, notice shall be given, in writing to the company at: 2350 Henry Ford, Vaudreuil (Quebec) J7V 9H5 and to the owner-operator or to the individual at the address indicated on the covering page.

5.2 For the purpose of this agreement, notice shall be given, in writing to the company at: 75 Rexdale boulevard, Etobicoke, Ontario, M9W 1P1, and to the owner-operator or and to the individual at the address indicated on the covering page.

ARTICLE 6

TERM OF AGREEMENT

6.1 a) This agreement shall take effect forthwith after the date of execution thereof and shall remain in full force unless terminated by virtue of the provisions contained in this agreement.

b) The parties hereto agree that the owner-operator or the individual may terminate this agreement by giving the company thirty (30) days' notice in writing.

6.2 Upon termination of this agreement, the company shall, subject to receipt of any monies then owing by the broker to the

company pursuant to this agreement, forthwith transfer the equipment to the owner-operator or to the individual.

6.3 The owner-operator or the individual shall be required to return to the company all registration plates and permits for the vehicle and his running authorities book.

IN WITNESSETH THEREOF, the parties have signed on this
_____ th day of _____ 201__.

XTL TRANSPORT INC.

OWNER-OPERATOR
OR INDIVIDUAL

LETTER OF AGREEMENT #1

BETWEEN: **CANADIAN COUNCIL OF TEAMSTERS**
 LOCALS 106 AND 938
AND: **XTL TRANSPORT INC.**

List for all owner-operators or individuals that are registered and covered under the company's CSST.

1. Denis Beaupré
2. René Choquette
3. Richard Tarte

The above list is subject to review by all members and the members will have thirty (30) days from the date the contract is signed to submit any corrections for consideration.

IN WITNESSETH THEREOF, the parties have signed on this
December 9, 2016.

FOR THE EMPLOYER

Gensière Lacroix
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
Deanne Levesque
Lucien Babin
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF AGREEMENT #2

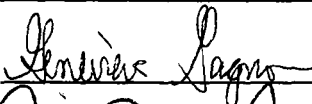
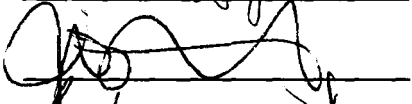
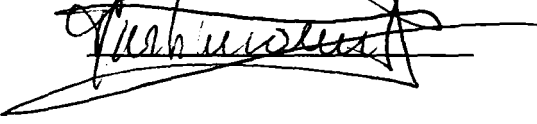
BETWEEN: **CANADIAN COUNCIL OF TEAMSTERS**
 LOCALS 106 AND 938

AND: **XTL TRANSPORT INC.**



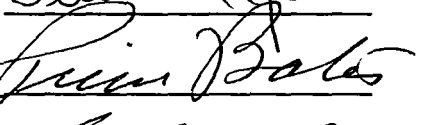

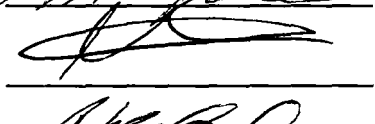
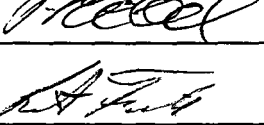
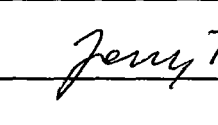
For the Ontario and Quebec provinces, when an owner-operator or an individual leave the Montreal or Toronto terminal and that he not covered more 150 or 300 miles there and back, the owner-operator or the individual will keep her rank of first arrive - first out that he as before to accept to go to deliver this trip.

IN WITNESSETH THEREOF, the parties have signed on this
December 9, 2016.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF AGREEMENT #3

BETWEEN: **CANADIAN COUNCIL OF TEAMSTERS**
 LOCALS 106 AND 938

AND: **XTL TRANSPORT INC.**

Effective fifteen (15) days from the date of ratification, the company agrees to raise the number of city owner-operator from four (4) to six (6) positions in Toronto terminal, and from four (4) to six (6) positions in Montreal terminal, providing they are willing to do all work within the scope of the collective agreement (owner-operator or individual must be willing to do any work available, including but not limited to hourly, hand bomb and mileage work).

IN WITNESSETH THEREOF, the parties have signed on this
December 9, 2016.

FOR THE EMPLOYER

Denise Heyman
[Signature]
[Signature]
[Signature]

FOR THE UNION

Alan Richard
[Signature]
Deanna Lepore
Erin Bates.
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF AGREEMENT #4

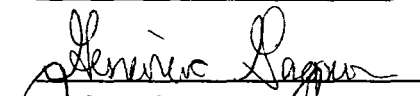
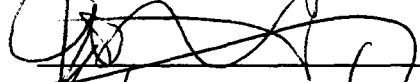
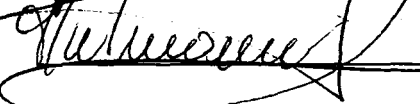
BETWEEN: **CANADIAN COUNCIL OF TEAMSTERS**
 LOCALS 106 AND 938

AND: **XTL TRANSPORT INC.**



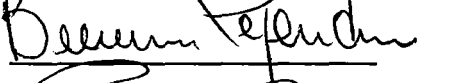




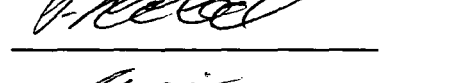
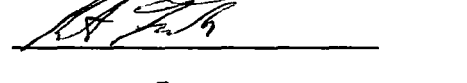
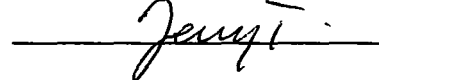
It is understood that should the upcoming construction occurring in connection with the Turcot interchange and/or the Champlain Bridge causes significant delays, the company "XTL" agrees to compensate the toll charges of Highway 30 and this for the duration of the delays caused by construction.

IN WITNESSETH THEREOF, the parties have signed on this
December 9, 2016.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF AGREEMENT #5

BETWEEN: **CANADIAN COUNCIL OF TEAMSTERS**
 LOCALS 106 AND 938

AND: **XTL TRANSPORT INC.**

It is understood between the parties, that the company XTL Transport Inc. will pay within a period of thirty (30) days from the date of signing of this agreement, a lump sum of three hundred dollars (\$300.00) net all costs as retroactive (bonus) to all qualify owner-operators and individuals.

IN WITNESSETH THEREOF, the parties have signed on this
December 9, **2016.**

FOR THE EMPLOYER

Genevieve Lagnon
[Signature]
[Signature]
[Signature]

FOR THE UNION

Alan [Signature]
[Signature]
Devin [Signature]
Trina Bates
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]