

COLLECTIVE AGREEMENT

Between:

DOLPHIN DELIVERY LTD.

(Hereinafter referred to as "the Company")

And:

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF
CANADA (CAW-CANADA) LOCAL 114**

(Hereinafter referred to as "the Union")



January 01, 2011 to June 30, 2013

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THIS AGREEMENT made effective this 1st day of January 2011.

BETWEEN: DOLPHIN DELIVERY LTD
(hereinafter referred to as "the Company")

AND: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION (CAW-CANADA) LOCAL 114
(hereinafter referred to as "the Union")

PREAMBLE

The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively for the advancement of such conditions. The Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof that would affect existing job positions is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such business or any part thereof shall continue to be subject to the terms and conditions of the Agreement for this life thereof. It is hereby mutually agreed as follows:

ARTICLE 1 - BARGAINING AGENCY

1.1 Management Rights

Except as specifically abridged, delegated, granted or modified by the Agreement, all of the rights, powers and authority the Company had prior to the signing of a Collective Agreement with the Union are retained solely and exclusively by the Company and remain without limitation within the rights of Management.

Further, the Union agrees that it will not in any way interfere with or limit the right of the Company to discharge or discipline its employees for just and reasonable cause, subject to the provisions of Article 5.

1.2 Sole Bargaining Agent

The Company recognizes the Union as the sole collective bargaining agent of the employees/Owner-Operators covered by the Agreement. Properly qualified officers and committeemen of the Union shall be recognized by the Company in discussing any and all matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

1.3 Membership in Good Standing

a) It is hereby mutually agreed that all employees/Owner-Operators affected by this Agreement who are at present not members of the Union shall, as a condition of employment/engagement, become and remain the members of the Union within three

(3) working days after the adoption of this Agreement.

- b) All new employees/Owner-Operators hired/engaged after the adoption of this Agreement shall, within three (3) working days, become and remain members of the Union. The employment/engagement of any employee/Owner-Operator who fails to become or remain a member of the Union as above provided shall be forthwith terminated by the Company.

1.4 Additional Workers and Preferential Hiring

- a) When additional employees/Owner-Operators are required within an area which is serviced by a permanently established and operating Union hiring hall, the Company shall give the Union opportunity to supply suitable Union members for employment/engagement, before the Company uses advertisements in newspapers, employment agencies and Canada Manpower.
- b) This does not preclude Management's right to hire/engage persons that make personal applications to the Company so long as the person is able to obtain membership in the Union. In the event the Union is unable to supply suitable persons and the Company hires/engages a person who is not a member of the Union, the Company must contact the appropriate Union office within seven (7) days of the person commencing work or else the Company will remove such persons from the job at the request of the Union.
- c) The Company shall furnish to the appropriate Union area office designated in writing by the Union a list of new employees/Owner-Operators taken into employment/engagement by the Company, showing the location of their employment/engagement within seven (7) calendar days of their being hired.

ARTICLE 2 - DUES AND UNION MEMBERSHIP

2.1 Dues and Assessments Check Off

The Company agrees to check-off initiation fees and dues. Deductions so made will be forwarded to the Secretary-Treasurer of the Local Union or such other person as that official may designate prior to the end of the month following.

2.2 Dues and Assessments Deducted – T4 Slips

- a) All employees covered by this Agreement will have deducted each month from their pay the amount of monthly Union dues as determined by the Local Union in accordance with its' Constitution. The Company shall be advised in advance of any changes in the amount of monthly Union dues or initiation fees to be deducted.
- b) The initiation fees and the Union dues referred to above shall be remitted directly to the Secretary-Treasurer of the Local Union, along with a list of the names of all those on whose behalf deductions have been made.
- c) "The Company shall include all Union dues deducted in the calendar year for hourly employees on the T4's and T-4A's that are issued each year, The Company will make every reasonable effort to distribute Union dues receipts issued annually by the Local Union."

2.3 Owner Operators – Membership and Specific Terms

- a) Owner-Operators not presently members of the Union shall, as a condition of continued engagement, become and remain members of the Union.
- b) Non Line Haul Owner-Operators shall only be covered under the following provisions of the Collective Agreement:

- i) Preamble,
- ii) Article 1 in its entirety,
- iii) Article 2 in its entirety,
- iv) Article 3.2, 3.4, 3.5, 3.7, 3.8, 3.10
- v) Article 4.1, 4.3
- vi) Article 5 in its entirety
- vii) Article 7.1
- viii) Article 8.1, 8.3, 8.13, 8.15, 8.16
- ix) Article 9.2, as defined
- x) Article 11 in its entirety
- xi) Article 12 in its entirety

- c) **Rates of Pay**

Non Line Haul Owner-Operators will be paid on the basis of the following formula:

- d) Gross revenue x 74% x 99% of the portion of revenue directly attributable to services the Non Line Haul Owner-Operator provides unless otherwise mutually agreed upon by the Company and the Trade Union.

In determining percentage of revenue under this Article, the revenue from which the percentage is calculated will not include collateral services provided by the Company such as: loading, unloading, that portion of revenue allocated for trailer rental, that portion of revenue allocated for line haul, or any other component of revenue not directly generated by the Owner-Operator. Fuel surcharges recovered shall be in the definition of revenue for the purposes of determining revenue directly attributable to services the non-line haul Owner-Operator provides.

- e) The Company will pay the premiums on Workers' Compensation.
- f) Pay day will be every second Friday.
- g) It is agreed that in the future, Owner-Operators will not be entitled to hire employees/Owner-Operators to operate their equipment. This does not apply to employees/Owner-Operators hired for holiday or sick relief. This Agreement will not affect any existing Owner-Operators presently on the Company's payroll or the

employees/Owner-Operators they have hired/engaged to operate existing equipment.

- h)** Owner Operators of Dolphin Delivery Ltd. required to have licensing for over 160 Km shall be required to hold Union membership but their individual contracts shall specify their compensation and terms of engagement at not less than:

Effective Date: Jan 01-11 (except as modified by Schedule 1)

For All Trips \$1.21 (except as modified by Schedule 1)

In addition to the above, all US miles pay an additional 5¢ a mile.
(except as modified by Schedule 1)

These rates are predicated on the Owner-Operator performing the pickup, line haul and delivery - the Company shall deduct from revenues, those expenses incurred in performing spots, pick-ups and deliveries on behalf of Owner-Operators.

All applicable Articles as specified in Article 2.3 of the Collective Agreement will apply to these Owner Operators except the following:

Article 2.3(a)(iv), Article 3.4

Article 2.3(b)(ix), Article 9.2 as defined, with last sentence deleted

Article 2.3(c)

Article 2.3(d)

Article 2.3(e)

Article 2.3(f)

Article 2.3(g)

- i)** The Company will provide non-replacement Motor Carrier plates at no charge to the Owner-Operator.
- j)** The Company will provide all Owner Operators with access to pricing for fuel, including natural gas at Kennedy Heights, as and when available. The Company will make best efforts to secure preferential pricing for propane.

2.4 Vacation

The Company will attempt where practicable, to provide relief drivers/equipment for Owner-Operators in the Greater Vancouver area, where the Owner-Operator has applied for vacation by the end of January each year and has been unable to replace himself/herself. The Owner-Operator must advise the Company of his inability to replace himself/herself at least 8 weeks prior to the scheduled vacation.

2.5 Bargaining Unit Work

All storing and handling of merchandise or other goods and materials shall be carried on by Company employees/Owner-Operators who are members of the Union in the categories covered in this Collective Agreement where such work is under the control of the Company.

Management would be allowed to perform work only in emergency situations, provided that the work of any regular employee/Owner-Operators would not be replaced.

ARTICLE 3 - SENIORITY

3.1 Seniority Established

Seniority shall be established from the date that an employee is first accepted as a permanent member of the staff and be retroactive to the date of employment.

3.2 Seniority Maintained

Seniority shall be maintained in the reduction and restoration of the working force, providing the senior man is qualified for performing the remaining job or jobs.

The Company shall provide a list or verbally notify the Shop Steward of any layoffs.

3.3 Job Vacancies

An employee will have up to seven (7) days to qualify for any position to which his seniority entitles him. The time limits may be extended by mutual agreement between the Company and the Union. All new jobs or vacancies will be awarded according to seniority and qualifications, and shall be posted in a conspicuous place at all locations for seven (7) calendar days for bids.

3.4 Seniority Lists

The Company will maintain three (3) separate seniority lists consisting of the following groups:

- (1) Regular employees (all hourly paid or mileage paid employees);
- (2) Non-Line Haul Owner Operators;
- (3) Line Haul Owner Operators.

Seniority will be recognized in each group. Should an employee wish to move from one group to another he will take the bottom seniority position in that group. It will be recognized, however, that this will not affect his Company time insofar as holiday or other benefits his length of service with the Company would entitle him to.

Casual employees who express a desire to become regular employees will be given first opportunity should a vacancy occur in the regular employees group.

For the purpose of this Article, casual employees will be defined as employees who are hired on a part-time basis for peak periods of work and will not be used to replace regular employees.

3.5 Seniority List Posting Dates

Within each terminal and/or terminals, the Company will post and maintain seniority listings. Such up-to-date listings will be posted as of January 31st, May 31st and September 30th of each year, with a current copy going to the Union.

3.6 Seniority Preference on Established Shifts

Seniority shall prevail for the purpose of shift preferential on established shifts, jobs or vacancies, providing the employee is qualified.

3.7 Loss of Seniority

An employee/Owner-Operator shall lose his seniority in any of the following events:

- a) he is discharged for cause or during the probationary period;
- b) he voluntarily leaves the employ/engagement of the Company;
- c) he fails to report for work after a layoff within three (3) working days following the recall date of return to work and notification by registered mail;
- d) he fails to report for work for three (3) working days without notifying the Company without reasonable excuse;
- e) he is promoted and remains outside the bargaining unit for thirty (30) calendar days or longer;
- f) he has been on layoff for a period of six (6) months or longer;
- g) he transfers to another district or terminal within the Company but outside the bargaining unit;

3.8 Probation Period

All employees/Owner-Operators shall be on probation for a period of forty (40) working days from the date of hire. Upon completion of the forty (40) days of work, the employee/Owner-Operator shall then be considered an employee/Owner-Operator. If at any time during this period it can be shown that the probationer is unsuitable for employment/engagement, his employment/engagement may be terminated by the Company.

However, the Company shall be required to show that it acted reasonably in judging the probationer unsuitable for permanent employment/engagement with the Company. The Company will make reasonable attempts to train new hires for those functions which the Company is aware they lack relevant experience.

3.9 Casual Employees

The Company and Trade Union shall from time to time meet to discuss the use and number of casual employees.

3.10 Other Service Contracts

Should the Company cease to provide services under contract to Canada Post Corporation or Pacific Press, the affected Owner-Operators and/or employees will be allowed to exercise their full Company seniority over remaining positions that they have qualifications for, in an orderly fashion consistent with the efficient operation of the business. The principle of overall Company

seniority shall prevail regardless of whether the bargaining unit member affected is an Owner-Operator or hourly paid employee.

3.11 Start Date Applied

If the Company acquires another company whose employees are covered by a CAW Collective Agreement, the seniority dates of those employees shall be computed from their original start date with the other company.

ARTICLE 4 - SAFETY AND HEALTH

4.1 Employer's Responsibility

The Company shall continue to make reasonable provisions for the health and safety of the employees/Owner-Operators during the hours of their employment/engagement. Protective devices and other equipment necessary to properly protect employees from injury shall be provided by the Company, as required by applicable legislation. A safety committee made up of at least one (1) bargaining unit member and one (1) manager shall meet every month, the minutes of the meetings being made available to the Union. In situations where recommendations of the safety committee are declined by the Company, written response will be provided by the Company to the Safety Committee outlining reasons for turning down the recommendation(s).

4.2 Maintenance of Equipment

The Company agrees to keep all equipment in the best possible mechanical condition. It is hereby mutually agreed that any driver shall be entitled to refuse to drive any equipment which he considers to be in such condition that it endangers his own safety or the safety of the vehicle. Any such equipment shall be tagged and repaired before being put back in service. All trucks will be supplied with heaters and adequate defrosting equipment.

4.3 Additional Provisions

The following facilities shall be provided by the Company:

- a) The Company shall provide clean lunchroom facilities;
- b) The Company shall provide proper washroom facilities with hot and cold water, and shall maintain such facilities properly and keep them in a sanitary condition;
- c) The Company will discuss adequate heating for the Maintenance Shop, upon relocating, with the mechanics and the Shop Steward;
- d) The Company shall provide first aid kits at all regular work sites where practicable;
- e) The Company shall make ear plugs available in Burnaby dispatch.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 Definition of a Grievance

Should any difference arise between the Company and any employee/Owner-Operators concerning the interpretation, application, operation or violation of this Agreement, the parties to this Agreement shall settle the matter as hereinafter provided. No disciplinary action will be taken against an employee/Owner-Operator without prior reference to the Shop Steward and/or Grievance Committee.

5.2 Shop Steward to be Present

The person involved, with the Shop Steward, shall take the matter up with his immediate supervisor within seven (7) days of the incident giving rise to the complaint and endeavour to settle the difference.

5.3 Step 2

If the question is not satisfactorily settled, under Article 5.2 above, then the person involved shall, with the Shop Steward, take the question up with the Depot/Branch Manager within seven (7) days and endeavour to settle the difference.

5.4 Final Step

Within twenty-one (21) calendar days of receiving the decision under Article 5.3, an accredited representative of the Union or his/her designated business agent may appeal, in writing and orally, to the Regional Manager, who shall give his reply in writing within seven (7) calendar days, and failing a satisfactory settlement, the grievance may then be referred to a Board of Arbitration as established in Article 5.7 of this Agreement.

5.5 No Loss of Pay

Any meetings necessary to comply with the formal grievance provisions of this Article will be held during normal working hours at no loss of pay to the Shop Steward or Grievance Committee members involved. In addition, there shall be no loss of pay to the grievor for participation in the steps to the grievance procedure outlined in Article 5.2 and 5.3 herein.

5.6 Referral to Arbitration

In the event of disagreement after compliance with the aforementioned Articles, the grievance shall be reduced to writing and referred to a one-man Arbitration Board, or as mutually agreed.

5.7 Binding Decision

The decision of the Arbitration Board shall be final and binding.

5.8 Expenses of the Arbitrator

The expense of the Arbitrator shall be borne equally by the Company and the Union.

5.9 Establishment of Arbitral Rules

The Arbitration Board shall establish its own rules of procedure which must not, however, deny the rights of hearing to the parties involved in the dispute.

ARTICLE 6 - GENERAL HOLIDAYS AND ANNUAL VACATIONS

6.1 Statutory Holidays

All employees, excluding casual employees hired for the Christmas rush periods, who have completed fifteen (15) calendar days service with the Company will receive the following general holidays with pay and any other day proclaimed a general or public holiday by the Federal or Provincial Government:

- New Year's Day
- Victoria Day
- B.C. Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Good Friday
- Remembrance Day
- Christmas Day
- Boxing Day

6.2 Payment for Work on a Statutory Holiday

All work performed on statutory holidays will be paid at the rate of time and one-half (1 ½ X) when called to work unless otherwise agreed upon by the Company and the Union.

6.3 Eligibility

Having met the requirements of Article 6.1, to qualify for general holidays, the employee must have worked within the thirty (30) days after the holiday. Provided, however, that the employee shall have worked his scheduled work day on the day prior to such holiday and the day after, except that the employee is on authorized leave of absence or short-term layoff on said day or days.

If an employee is legitimately sick on either the assigned work day before or after the statutory holiday, and provides a note from his/her doctor, he/she will not be disqualified from qualification for statutory holiday pay. Should a general or paid holiday fall on a Saturday or Sunday, then Monday will be allowed as a paid holiday or mutually agreeable day or days. Should general holidays fall on a Saturday and Sunday, then Monday and Tuesday will be allowed as paid holidays or mutually agreeable day or days.

Should a general holiday fall on an assigned day off during the week, then the next working day following the general holiday shall be allowed as a paid day off or mutually agreeable day or days. Should any general holiday fall during an employee's annual vacation, time taken off will be by mutual agreement.

6.4 Payment for Statutory Holidays Not Worked

Statutory holidays not worked shall be paid as follows:

- hourly-rated employees with thirty (30) consecutive days or more seniority shall receive their normal day's pay.

6.5 Two Weeks Annual Vacation

Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks' vacation at four percent (4%) of annual gross earnings, or two (2) weeks at his regular salary, whichever is greater, provided that the employee has worked fifteen hundred (1500) hours prior to previous annual holiday.

Vacation pay at four percent (4%) shall be paid to all employees with less than fifteen hundred (1500) hours of service.

6.6 Three Weeks Annual Vacation

During this agreement, all employees who have worked more than forty-five hundred (4500) hours during his three (3) or more years of continuous service with the Company shall be entitled to six (6%) percent vacation pay and three (3) weeks holidays.

6.7 Four Weeks Annual Vacation

During this agreement, all employees who have worked more than nine (9) years of continuous service with the Company shall be entitled to eight percent (8%) vacation pay and four (4) weeks holidays.

6.8 Vacation Roster

- a) On January 1st of each year the Company will post a Vacation Roster. All employees shall have until the end of January to register their vacation preferences. The Company will put notices of this in at least two (2) pay envelopes prior to the end of January to further advise employees.
- b) The Roster shall be closed at the end of January. Vacations shall be assigned by preferences or order of seniority for each classification bearing in mind Company crewing requirements.
- c) Where an employee has not registered his preference, the Company will assign vacations in accordance with the operational requirements within the twelve (12) month period.
- d) The Company will confirm assigned vacation periods by posting a Vacation Roster no later than the end of February.
- e) The employee's hiring date will be used in the computation of vacation allowance. The payment of vacations will be based on each calendar year ending December 31st.

ARTICLE 7 - HEALTH AND WELFARE

7.1 Benefits

The following benefits shall be provided during the term of this Agreement:

- a) Medical coverage as provided by MSP or equivalent;
- b) Life insurance coverage with a life insurance company licensed to operate in British Columbia in the sum of twenty-five thousand dollars (\$25,000.00).
- c) Long-term disability of two-thirds (2/3) monthly earnings to a maximum benefit payable of one thousand dollars (\$1000.00) per month. Qualifying disability period is seventeen (17) consecutive weeks prior to age sixty-five (65);
- d) Accidental death and dismemberment coverage for loss within ninety (90) days of accident, of life, a limb or sight according to the following schedule;

Loss of life/loss of both hands or both feet or sight of both eyes/loss of one hand and one foot/loss of one hand and sight of one eye	\$25,000.00
Loss of one hand or one foot or sight of one eye	\$12,500.00

- e) Major medical benefits which include prescription drugs will be provided.
- f) The Dental Plan will cover one hundred percent (100%) of basics. The annual limit per employee and/or dependent on basic dental plan coverage will be one thousand five hundred dollars (\$1,500.00).
- g) Dental Orthodontic coverage will be made available on an optional basis to employees/Owner-Operators, subject to attaining reasonable cost for this coverage from an insurance company, since the employee/Owner-Operator is paying for this coverage.
- h) The Company shall endeavour to obtain insurance plans to provide for the benefits specified above which shall be effective no later than forty-five (45) from the date of contract signing. But in no circumstances shall the Company be held liable for any insurance claims not honoured by the insurance company.
- i) The Company shall be responsible for one hundred percent (100%) of the costs of Life Insurance, accidental death and dismemberment and major medical benefits. Premiums for MSP of BC, dental Orthodontic, and long-term disability will be paid for by the employees/Owner-Operators. The Company's contribution to the cost of the Dental Plan shall be one hundred percent (100%).

7.2 Benefits While Absent

- a) If an employee having not less than one (1) year's employment with the Company is unable to work because of injury or illness, whether covered under Workers' Compensation or otherwise, the Company shall continue the necessary contributions under the Health and Welfare Plan provisions of this Agreement for such employee for a period of up to one (1) month from the date when such employee became unable to work, provided the employee is still insurable.

- b) When an employee having not less than one (1) years service with the Company is laid off, the Company shall continue its payments for such employee for a period up to one (1) month.

In application of the above Articles, the employee shall reimburse the Company for the employee's share of the contribution, upon return to work, that has been contributed during his absence by the Company.

7.3 Employees Who Opt Out

The Company shall provide any employee who has opted not to join the voluntary extended group health and welfare plan, with group Life Insurance coverage in the sum of twenty-five thousand dollars (\$25,000.00) at no cost to the employee. The employee must sign up for their beneficiary assignment and the Company will be bound when the insurance company is bound.

ARTICLE 8 - GENERAL PROVISIONS

8.1 Right to Refuse to Cross a Legal Picket Line

It shall not be a violation of this Agreement or cause for discipline or discharge if an employee refuses to cross a legal picket line. Further, it shall not be violation of this Agreement or cause for discipline or discharge of an employee who refuses to cross a picket line because of a reasonable apprehension of personal injury or damage to vehicle or equipment associated with the crossing of the picket line.

8.2 Bereavement Leave

Employees shall be entitled to three (3) days bereavement leave with pay in the event of the death of a spouse, child, brother, sister, father, mother, father-in-law, mother-in-law. In the event of the death of sister-in-law or brother-in-law, the employee shall be granted one (1) day's leave of absence with pay.

8.3 Benefit Continuation

When an employee goes off work, the Company shall continue to pay both his welfare fees, so that the employee shall be protected to the utmost, provided:

- a) The employee reimburses the Company for such contributions made on his behalf and is at no time more than one (1) month in arrears, and
- b) The period of such coverage shall exceed one (1) year only by mutual agreement of the two (2) parties.

8.4 Perfect Attendance

- a) The Company agrees to pay all employees who have perfect attendance records two percent (2%) of their gross earnings. Days taken off on authorized leave of absence will not disentitle an employee to the perfect attendance bonus.
- b) In addition, each employee is allowed one (1) sick leave to a maximum of three (3) days in a six (6) month period without disqualifying him for the bonus, provided that the

sickness is verified by a doctor's confirmation and that notification to the immediate supervisor is given before the shift commences.

- c) The six (6) month periods used for computing this bonus will be May 1st to October 31st and November 1st to April 30th. Any driver who applies for this bonus within the 30 days following the six (6) month period ending will be either paid within thirty (30) days of application or given reason why he is not eligible.

8.5 No Requirement to Purchase

The Company shall not require, as a condition of continued employment, that an employee purchase truck, tractor and/or trailer or other vehicular equipment, or that an employee purchase or assume any proprietary interest or other obligation in the business.

8.6 Travel Expenses

Employees who are out of town on Company business shall be paid the cost of hotel and meals upon production of receipts. Drivers or Owner-Operators of Dolphin Delivery Ltd., while working line haul, shall not be compensated for meals.

8.7 Banked Overtime

By mutual agreement in writing between the Company and any employee, arrangements may be made to bank accumulated overtime for a period of one (1) year at a time.

8.8 Payment For Banked Time Taken

Accumulated overtime must be either taken as paid time off or paid out in full by December 31st of the applicable year or as mutually agreed. When an employee leaves the Company, all banked overtime will be paid out. Overtime taken off shall be in eight (8) hour units or as mutually agreed and will be paid at the same rate of pay as booked. All banked overtime up to forty (40) hours must be taken as time off.

8.9 Record Keeping

The Company pay office will keep a record of banked overtime, the record of which may be viewed by the employee or Shop Steward upon request.

8.10 Notice for Time Off

Two (2) weeks notice shall be given by the employee or one (1) week by the Company for the taking or giving of time off or as mutually agreed.

8.11 Prime Time

To ensure prime holiday time is available to a greater number of employees, overtime off shall not be taken in conjunction with regular holidays for the period of June 1st to September 30th, or as mutually agreed.

Example of banked hours: 1 hour at 1 ½ times 1 ½ hours banked

8.12 Leaves of Absense

All employees desiring leave of absence for reasons other than injury, for longer than forty-eight (48) hours, or two (2) days, must obtain permission in writing from the Company in order to maintain their seniority rights and any employee not complying with this Article shall forfeit his seniority rights.

8.13 Leaves for Union Business

Employees/Owner-Operators shall be granted leave of absence without pay to attend Union meetings and conventions.

8.14 Jury Duty

Any regular employee who is required to perform jury duty on a day which he would normally have worked or attends court in response to a subpoena in a matter involving the Company which would require him to give evidence as a witness concerning Company matters occurring during the regular course of his employment with the Company, will be reimbursed by the Company for the difference between the pay received for jury duty or witness attendance at his regular straight pay hourly rate of pay for his regularly scheduled hours of work.

It is understood that such reimbursement shall not cover hours in excess of eight (8) hours per day or forty (40) hours per week less pay received for jury duty. The employee will be required to furnish proof of jury service or witness attendance and jury pay or witness fees received therefore, and the employee shall be responsible to account to the Company for witness fees received both with a subpoena and subsequently to the service thereof.

Any employee on jury duty or witness attendance shall, subject to this provision, make himself/herself available for work before or after being required for such duty wherever practicable. This Article will have no application for an employee on leave of absence, or when receiving benefits under the Health and Welfare Programme, annual vacations, Workers' Compensation or otherwise covered in the Agreement.

8.15 Full Time Officer of the Union

Any employee/Owner-Operator elected or appointed to a full-time position with the CAW shall be granted an indefinite leave of absence, providing thirty (30) days notice is given to the Company prior to the beginning of such leave. During such leave, seniority shall accumulate, welfare benefits shall be suspended after thirty (30) days of such leave, and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day returning to work. Such employee will be reinstated to his former job, providing he is capable and his job is still in existence. If not, he shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure.

8.16 Uniforms

In any division where uniforms are required a one hundred dollar (\$100.00) credit for clothing allowance effective December 31st of each year following ratification and employees who have completed one (1) year employment by December 31st of each contract year.

8.17 Loss of Licence

The Company will, where practicable, attempt to accommodate any driver who loses his/her drivers license for medical reasons in a job which does not require driving.

ARTICLE 9 - WAGES

9.1 Rates

- a) The list of employees who will qualify for Schedule "A" rates of pay will be amended to include the following names and broken down into specific categories as follows:

Class 1 Tractor Drivers:

Bruce Campbell
Jonathan Hunt
David Walker
Henry Young

Mechanics:

Harry Lee
Ming Lee

All Other Job Classifications:

David Barham
Dave Brevner
Brent Desprez
Lyndon Fong
Frank Fornasier
William Gilberts
Todd Hobbs
Benny Lo
David Lynes
Rick Patey
Douglas Peter
Chris Ranson
Premendra Singh
Larry Votruba

- b) It is understood and agreed that any name listed above under "All Other Job Classifications" may have their classification changed to that of "Class 1 Tractor Driver" or "Mechanic" if they choose to seek their Class 1 Driver's Licence or Mechanic's Certification.
- c) All Tractor Drivers, Mechanics and Mechanic's Assistants not listed as qualifying for Schedule "A" rates of pay, and employed by Dolphin on December 31st, 2006 shall qualify for Schedule "B" rates of pay for their respective Job Classifications effective January 1st, 2007.

- d) Any Tractor Drivers, Mechanics and Mechanics Assistants hired subsequent to December 31st, 2006 may be paid pursuant to Schedule "C" rates of pay, unless the Company deems that their experience and training should justify their elevation to Schedule "B" rates of pay.
- e) All other employees hired June 1st, 2000 and later shall qualify for Schedule "C" rates as pay, except as noted above. Schedule "D" rates shall be removed from this agreement.
- f) Rates of pay for each Job Classification shall be paid the following rates of pay effective each of the dates noted on the table below:

Schedule "A" Rates **01 Jan 11**

Tractor Driver	\$20.60
Driver	\$19.04
Small Van Driver	\$16.31
Warehouseman / Helper	\$17.55
Dispatcher	\$20.50
Mechanic	\$24.00
Mechanic's Assistant	\$18.38

Schedule "B" Rates

<u>Tractor Driver</u>	<u>\$18.91</u>
<u>Driver</u>	<u>\$15.86</u>
<u>Small Van Driver</u>	<u>\$15.26</u>
<u>Warehouseman / Helper</u>	<u>\$15.26</u>
<u>Dispatcher</u>	<u>\$19.04</u>
<u>Mechanic</u>	<u>\$23.20</u>
<u>Senior Mechanic's Assistant</u>	<u>\$19.38</u>
<u>Mechanic's Assistant</u>	<u>\$18.38</u>

Schedule "C" Rates

<u>Tractor Driver</u>	<u>\$16.82</u>
<u>Driver</u>	<u>\$14.00</u>
<u>Small Van Driver</u>	<u>\$14.00</u>
<u>Warehouseman / Helper</u>	<u>\$14.00</u>
<u>Dispatcher</u>	<u>\$16.50</u>
<u>Mechanic</u>	<u>\$20.44</u>
<u>Mechanic's Assistant</u>	<u>\$14.60</u>

9.2 Canada Post

- a) The parties agree to the following fixed rates of compensation for employees/Owner-Operators engaged in work associated with the Company's contract with Canada Post Corporation.

The following rates shall apply for the following areas:

Area A: all postal codes except those defined in Area B. Dependent contractors in Area A shall receive ninety-nine cents (\$0.99) per piece delivered.

Area B: shall be defined as the postal codes V7G, V3H, V3E, V3B, V4M, V4L, V4K, V3S, V7E, V7C, V7W, V7V, V7S, V7R. Area B shall receive one dollar and ten cents (\$1.10) per piece. The Company shall pay three dollars (\$3.00) per stop for Avon parcels delivered on weekends.

Owner Operators engaged in Canada Post deliveries shall not qualify for fuel surcharges for the duration of this agreement, being January 1st, 2004 through December 31st, 2006.

- b) During the life of the Collective Agreement if the Company is unable to provide sufficient deliveries or pick-ups in a particular Owner-Operator's delivery area such that particular employee has a gross income of less than one hundred and fifty-nine dollars and ninety-nine cents (\$151.99) per day averaged over a pay period, the Company will pay to the employee the difference between his gross income for the pay period and the average of one hundred and fifty-nine dollars and ninety-nine cents (\$151.99) per day worked for that pay period.
- c) Part-time casual employees shall be defined as anyone with no assigned pick-ups. Part-time casual employees shall be paid seventy cents (\$0.70) per piece in all delivery areas and shall not qualify for daily guarantees. Use of part-time casual employees shall be restricted to deliveries only, Mondays through Wednesdays throughout the year, except during the Christmas rush period. During the Christmas rush period, the Company may use part-time Casual employees as and when necessary.
- d) Postal contractor pick-up rate for each regular route pick up in all areas is five dollars and twenty-five cents (\$5.25).
- e) The daily minimum specified in paragraph (c) above, shall apply on weekends and for statutory holidays, as set out in Article 6.1 and exclusive to that day. Any weekend work, except during the Christmas rush period will be on a voluntary basis. If insufficient volunteers come forward, the Company reserves the right to call in drivers on a reverse-seniority basis.
- f) The Company agrees to pay a rate of one dollar and twenty-five cents (\$1.25) per piece for all Customs, COD and short-paid items handled.
- g) Merchandiser Owner Operators engaged prior to January 1st, 2007 shall be paid eighteen dollars and twenty cents (\$18.20) per hour. Merchandiser Owner Operators engaged subsequent to December 31st, 2006, shall be paid seventeen dollars and twenty cents (\$17.20) per hour. It is to be clearly understood that a merchandiser is deemed to be an Owner Operator. The term "Merchandiser" is understood to include those individuals who perform collections, re-supply and merchandising functions within

the terms of the agreement with Pacific Press and specifically excludes any normal drivers performing deliveries of newspapers or Canada Post parcels.

9.3 Lead Hand

Lead hand positions at fifty cents (\$0.50) above their classified rate.

9.4 Less Than # Months Service

Employees from zero (0) to three (3) months' seniority shall receive one dollar (\$1.00) per hour less in all classifications.

9.5 Line Haul

Line Haul employee's engaged on round trips over 320 km (200 miles) will be paid the following:

Percentages and Flat Rates:

Payable for all work at Dolphin Delivery Ltd.'s discretion with driver's approval prior to dispatch. If driver refuses, no disciplinary action can be taken but Dolphin Delivery Ltd. is free to use an alternative driver.

Dolphin Delivery Ltd. drivers on round trips in excess of 200 miles receive the following rate of pay per mile: thirty-nine cents (\$0.39) per mile

Drivers shall be responsible for pickup and delivery of any load for which the driver is being paid a mileage rate.

9.6 Owner-Operator Hourly Rate

- a) The hourly rate paid to Owner-Operators handling newspaper deliveries will be based on the following base rate: twenty three dollars (\$23.00) per hour.
- b) Owner-Operators engaged in newspaper delivery who have opted for flat rating shall receive a fixed rate based on the hourly rate as follows: twenty five dollars and fifty cents (\$25.50) per hour.
- c) Fixed rates will be based on the Company and the individual Owner-Operator agreeing on the number of hours for a specific route completion. If the Owner-Operator is required to incur waiting time in excess of one (1) hour per day, the Company would compensate the Owner-Operator for the excess waiting time beyond one (1) hour free time.

The rate payable for said waiting time shall be the base rate per hour. Either the Company or the individual Owner-Operator may at any time, provide seventy-two (72) hours notice to the other party of its intention to either renegotiate or terminate the entire agreement relating to fixed rating of a specific route.

At the conclusion of the seventy-two (72) hour notice period, the rate of pay to the Owner-Operator will revert to the base rate per hour for hours worked. The Company reserves and maintains its right to assign work and routes as it sees fit.

- d) Owner-Operators engaged in newspaper delivery shall receive a rate supplement of one dollar (\$1.00) per hour if the model year of the truck equipment they normally utilise is no more than five (5) years old. The Company reserves the right to approve colour and size for any new truck equipment purchase contemplated by an existing Owner-Operator for the purposes of determining qualifying equipment. The Company also reserves the right to display signage on all equipment at its discretion. The rate supplement of one dollar (\$1.00) per hour shall cease when the truck equipment becomes more than five (5) years old.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

10.1 Work in a Higher Paying Classification (More Than 4 Hours)

Employees who work in higher classifications for four (4) hours or more shall be paid at higher classification for the full shift.

10.2 Work in a Higher Paying Classification (Less Than 4 Hours)

- a) Employees who work less than four (4) hours shall be paid four (4) hours at higher classification.
- b) On "HIAB" equipment, it will be classified as "HIAB" equipment work only if equipment is hired out at "HIAB" rate.
- c) The regular bi-weekly work period for all employees shall be eighty (80) hours with a limit of sixteen (16) hours per twenty-four (24) hour period.
- d) Saturday work will be offered in order of seniority to the senior employees who have accrued not more than thirty (30) hours in the pay period. Thereafter, Saturday work will be offered in order of seniority.

10.3 Overtime

- a) Employees called out to work on their assigned rest day shall be paid at the minimum of four (4) hours at time and one-half (1 ½ X).
- b) Hourly-rated employees shall be paid at the rate of one and one-half (1 ½ X) times the regular hourly rate for all work performed in excess of eighty (80) hours over a two (2) week period.

10.4 Log Books

Each employee shall be provided with a time record book.

10.5 Minimum Call Out

All employees not classified as regular full-time shall be entitled to a minimum of four (4) hours work per day when called to work.

10.6 Permanent Employee

Permanent employees as defined above shall be retained on a year-round basis unless they resign or are dismissed for just cause.

10.7 Additional Equipment

It is agreed that in the event the Company should operate additional equipment not covered in the classifications listed under the existing agreement that an appropriate rate will be established by negotiation with the Union.

10.8 Lunch Breaks

Each employee shall be entitled to one-half (½) hour lunch breaks. An employee will be paid for two (2) fifteen minute coffee breaks; one (1) to be taken in the first four (4) hours and one (1) in the second four (4) hours of work.

10.9 Guarantee of Hours

The Company agrees to guarantee eighty (80) hours per two (2) week period with minimum of two (2) consecutive days as the assigned rest periods to the top fifty percent (50%) of employees who were part of the former full-time seniority list. This list will be the following individuals:

Doug Peter
Henry Young
Anthony Lee
David Walker
Ming Lee
Dave Lynes

10.10 Days Off by Seniority

Employees will submit preferred days off and be so assigned regular days off on a seniority basis subject to work requirements.

10.11 Dispatch by Seniority

All work will be assigned (dispatched) in order of seniority wherever possible it being understood that they may be dispatched in accordance with the requirements of the Company and/or customer.

10.12 Preferential Hiring

The Company shall give preferential treatment to CAW Union members when hiring, however it is understood that the Company is under no obligation to hire them. Where practicable, the Company shall give the Union advance notice of its hiring intentions, in order to give the Union an opportunity to provide the Company with qualified applicants.

10.13 Schedules Provided to Shop Steward

The Company will provide access to newspaper schedules to Shop Stewards upon request.

ARTICLE 11 - UNION-MANAGEMENT COMMITTEE

11.1 Union-Management Committee

The Company and the Union agree to schedule a Union-Management meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- (a) hiring/engagement policies;
- (b) training and promotion;
- (c) safety measures;
- (d) matters that affect the working conditions of the employees/Owner-Operators;
- (e) matters that affect the efficiency of the Company's operation.

ARTICLE 12 - DURATION OF AGREEMENT

12.1 Duration of Agreement

This Agreement shall be effective from January 1st, 2011 until June 30th, 2013 and thereafter from year to year unless written notice of contrary intention, together with particulars of all proposed amendments or changes is given by either party to the other party. The notice and particulars required hereunder shall be delivered to the other party within the three (3) months immediately preceding the expiry date of this Agreement.

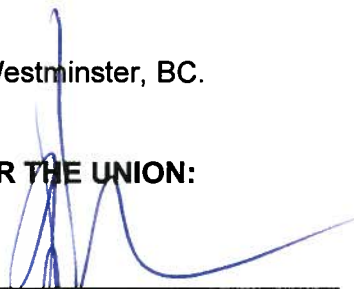
SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:



Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:



Harry Moon
Service Representative, CAW Local 114



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Deer
Bargaining Committee Person CAW Local 114



Mike Peter
Vice President, Dolphin Delivery LTD.

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventhran
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #1

Between:

DOLPHIN DELIVERY LTD.

And:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)**

RE: Paid Education Leave

Effective January 1st, 2007, the Company agrees to pay into a special fund two cents (\$0.02) per hour per hourly employee for all compensated hours for the purpose of providing paid education leave.

Effective January 1st, 2007, the Company agrees to pay into a special fund twenty cents (\$0.20) per day per owner/operator for all owner/operators for the purpose of providing paid education leave.

The Company and the Union may decide to an equivalent method of payment to take into effect the above formula(s).

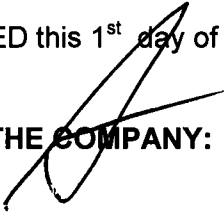
Said Paid Education Leave will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Paid Education Leave Program, RR #1, Port Elgin, Ont. NOH 2C5

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days' class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

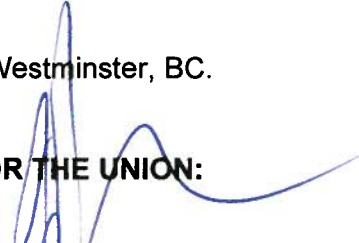
SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:




Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:



Harry Moon
Service Representative, CAW Local 114



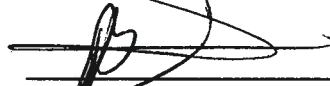
Dave Breen
Manager, Dolphin Delivery LTD.

Mike Deer
Bargaining Committee Person CAW Local 114

Mike Peter
Vice President, Dolphin Delivery LTD.

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventham
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #2

Between:

DOLPHIN DELIVERY LTD

And:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)**

The Company and the Union are parties to a Collective Agreement made effective January 1st, 2011.

The parties hereby agree that if there is a labour dispute between the parties either prior to or subsequent to the end of the term of the Collective Agreement, the Union will not picket a Pacific Newspaper Group facility or newspaper drop-site and will not attempt to disrupt the distribution of newspapers. The Company will not supply equipment or manpower for the continuation of Dolphin work.

SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:



Morris Peter
President, Dolphin Delivery LTD.



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Peter
Vice President, Dolphin Delivery LTD.

FOR THE UNION:



Harry Moon
Service Representative, CAW Local 114



Mike Deer
Bargaining Committee Person CAW Local 114

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventram
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #3

Between:

DOLPHIN DELIVERY LTD.

And:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)**

The Company and the Union are parties to a Collective Agreement made effective January 1st, 2011.

The parties have agreed that newspaper home delivery carriers shall not be included in the recognition Article of the existing Collective Agreement or the present certification.

During the transition from the current distributors to Viking Logistics, Dolphin employees may supplement the Viking Logistics employee group. The Dolphin employees in such work will be paid at the Dolphin Collective Agreement rates and work on an as-needed basis. The Union will not attempt to certify Viking or extend the bargaining rights of Dolphin by virtue of using Dolphin employees in this transition phase.

SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:



Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:



Harry Moon
Service Representative, CAW Local 114



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Deer
Bargaining Committee Person CAW Local 114



Mike Peter
Vice President, Dolphin Delivery LTD.

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventhran
Bargaining Committee Person CAW Local 114



Binjal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #4

Between:

DOLPHIN DELIVERY LTD.

And:

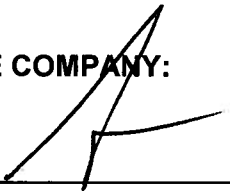
**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)**

The Company and the Union are parties to a Collective Agreement made effective January 1st, 2011.

The Company and the Union agree that the rates of pay for drivers in the Collective Agreement covers both city operators and highway operators as defined in the Motor Vehicle Operators Hours of Work Regulations. In the event that hour averaging is not permitted, the Section 7 (3) of the Motor Vehicle Operators Hours of Work Regulations shall apply in relation to overtime.

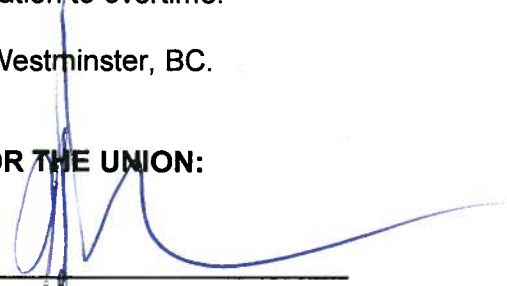
SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:

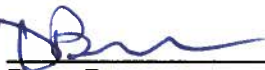


Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:



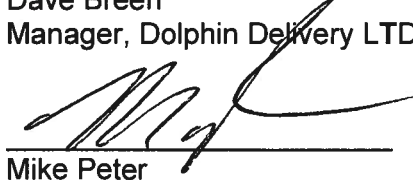
Harry Moon
Service Representative, CAW Local 114



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Deer
Bargaining Committee Person CAW Local 114



Mike Peter
Vice President, Dolphin Delivery LTD.



Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventhran
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #5

Between:

DOLPHIN DELIVERY LTD.

And:

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)**

RE: Health & Safety Fund

Effective January 1st, 2007, the Company agrees to pay into a special fund one cent (\$0.01) per hour per hourly employee for all compensated hours for the purpose of providing Health & Safety Training.

Effective January 1st, 2007, the Company agrees to pay into a special fund, ten cents (\$0.10) per day per owner/operator for all owner/operators for the purpose of providing Health & Safety Training.

The Company and the Union may decide to an equivalent method of payment to take into effect the above formula(s).

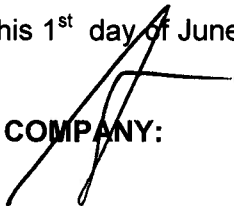
Said Health & Safety training will be for the purpose of upgrading the employee skills in all aspects of Trade Union functions. Such monies to be paid on a quarterly basis into a trust fund established by the National Union, CAW and sent by the Company to the following address:

CAW Local 114 Health & Safety Training Fund
326 - 12th Street
New Westminster, BC V3M 4H6

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for twenty (20) days' class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence will continue to accrue seniority and benefits during such leave.

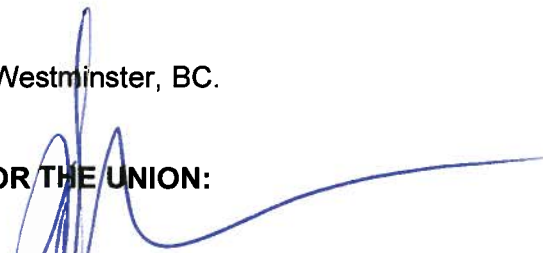
SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:



Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:



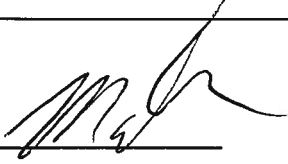
Harry Moon
Service Representative, CAW Local 114



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Deer
Bargaining Committee Person CAW Local 114



Mike Peter
Vice President, Dolphin Delivery LTD.

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventham
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

LETTER OF UNDERSTANDING #6

Between:

DOLPHIN DELIVERY LTD.

And:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA, LOCAL 114)

RE: Postal Owner Operator Guarantee

It is hereby understood and agreed that in the application of Article 9.2(a), through to 9.2(f) do not apply unless the Company secures a new contract with Canada Post similar to the contract held from 1988 thru to 2005.

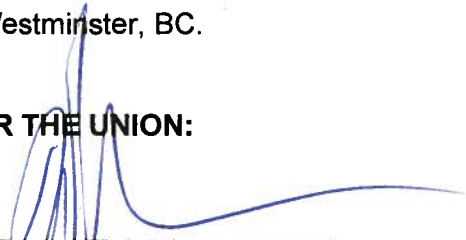
SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:




Morris Peter
President, Dolphin Delivery LTD.

FOR THE UNION:




Harry Moon
Service Representative, CAW Local 114



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Deer
Bargaining Committee Person CAW Local 114



Mike Peter
Vice President, Dolphin Delivery LTD.

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventhran
Bargaining Committee Person CAW Local 114



Binu Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative,
CAW Canada

COST OF LIVING ALLOWANCE (COLA)

January 1, 2011 to December 31, 2011, 2010 rates will apply.

During the term of this Agreement, each employee and Owner Operator shall receive a cost-of-living allowance (COLA) as set forth in this section;

- All base wage rates;
 - All mileage rates;
 - All forms of compensation for Owner Operators.
-
- On January 1 of 2012, all the rates in the Collective Agreement will be adjusted to reflect the percentage increase (if any) in the annual average Consumer Price Index (all items) for Vancouver, BC, for the last complete calendar year ending December 31, 2011, as reported by Statistics Canada.
 - On July 1 of 2012, all rates in the Collective Agreement will be adjusted to reflect the percentage increase (if any) in the six (6) month average Consumer Price Index (all items) for Vancouver, BC for the last complete six (6) months ending June 30, 2012, as reported by Statistics Canada.
 - On January 1 of 2013 all the rates in the Collective Agreement will be adjusted to reflect the percentage increase (if any) in the six (6) month average Consumer Price Index (all items) for Vancouver, BC for the last complete six (6) months ending December 31, 2012, as reported by Statistics Canada.
 - Should the CPI go down such that the difference between the base period and the comparison periods is a negative value, the adjustment will be Zero (0).
 - COLA will apply to all rates. All COLA payments will be immediately folded into the base rates.
 - The Statistics Canada CPI is reported approximately three (3) weeks into the month. The rate change (if any) will be paid a couple of weeks there after accruing from the beginning of the month.

SIGNED this 1st day of June, 2010 in the city of New Westminster, BC.

FOR THE COMPANY:



Morris Peter
President, Dolphin Delivery LTD.



Dave Breen
Manager, Dolphin Delivery LTD.



Mike Peter
Vice President, Dolphin Delivery LTD.

FOR THE UNION:




Harry Moon
Service Representative, CAW Local 114



Mike Deer
Bargaining Committee Person CAW Local 114

Allen Selbst
Bargaining Committee Person CAW Local 114

Vigeneswaran Theiventram
Bargaining Committee Person CAW Local 114



Bimal Krishna
Bargaining Committee Person CAW Local 114

Tim Sawyer
Bargaining Committee Person CAW Local 114



Stu Shields,
National Representative, CAW Canada