

# MIDLAND



## OWNER OPERATOR RATE PACKAGE

### MILEAGE RATES

Effective June 27, 2021



#### CANADIAN MILES



#### U.S. MILES

CLASSIFICATION	LOADED	EMPTY	LOADED	EMPTY
MIDLAND GENERAL SINGLE	\$1.355	\$1.28	\$1.47	\$1.395
MIDLAND GENERAL TEAM	\$1.525	\$1.45	\$1.59	\$1.515
MIDLAND MICHELIN RUN	\$1.470	\$1.395	\$1.51	\$1.435

**NOTE:** Empty miles in excess of 15% of the total miles per pay period will be paid at the loaded rate.

**WEIGHT DIFFERENTIAL:** 50,000-54,999 lbs - \$0.03/mile 55,000+ lbs - \$0.05/mile

### LINEHAUL PICKUP & DELIVERY

1st Stop \$40.00  
Extra Stops \$20.00 each

### HOURLY PAY RATE

\$20.00/hour

### CITY P&D FOR TERMINALS

Atlantic Canada \$48.93/hour  
Ontario/Québec \$49.89/hour

### U.S. LAYOVER ALLOWANCE

\$150.00/day

### BORDER CROSSING

\$5.00 per shipment  
Maximum \$50.00 per load

### FISH ALLOWANCE

\$50.00

### NEW YORK CITY ALLOWANCE

\$150.00

### SAFETY BONUS

\$0.02/mile

### CHRISTMAS RUNNING

\$250.00

JULY 2021

# CONDITIONS & GUIDELINES

## LINEHAUL PICKUP & DELIVERY

- Applies to Customer locations only.
- Each stop must be a different geographic location.
- Driver must be live and pinned to the trailer from start to finish – supervising the loading or unloading of the complete trailer.
- Dropping and leaving, or picking up previously dropped trailer, does not constitute a paid stop.

## HOURLY RATE APPLICATIONS

- Terminal delay that exceeds 10 hours of non-paid time. (See Delay Time Notes section below)
- \$25.00/hour will be paid AFTER 24 hours delay at terminal.
- Pick up and delivery delay after two (2) hours at customer locations only.
- Initial dispatch delay on any delay that prevents immediate mile attainment. This applies to all Midland terminals (home terminal only/initial start only).
- On road delay on company equipment failure — no fault of Owner Operator.
- Terminal wayfreighting of LTL drops — minimum 1 hour.

## FLAT RATE APPLICATIONS

- Interior trailer wash while with unit will be compensated \$20.00.

## P&D WORK FOR TERMINAL

- To be assigned and approved by terminal supervisor.
- Paid in increments of 15 minutes (1/4 hour).
- Communication on availability and status between driver and dispatch is a must every time.
- If requested to spot a trailer when empty at a customer in ON or QC, driver will be paid P&D rate; if less than 50 miles driven in total between empty customer location, spotted trailer location and terminal.
  - Ex: empty at TransX, Mississauga, and dispatched to spot the empty trailer at UNFI, Concord and then dispatched to Concord terminal will be paid as P&D.
  - Please note, place on the power rotation will commence upon arrival to the dispatched terminal.

## U.S. LAYOVER

- Driver is on time for delivery, has not refused a dispatch, and has available hours.
- Paid per day if without a dispatch within 10 hours from the time unit is empty and available.
- Repositioned miles reduce the hours used to calculate layover (50 miles = 1 hour).
- A driver will be compensated a flat rate of \$150.00 if a dispatch is not received within 10 hours (plus driving time) from the time they are empty and available for reload.
- 1 layover paid per 24 hour period.

## HOOKS

Compensation if 5 or more highway dispatches with mileage are completed within a twenty four (24) hour time frame. Compensation for five (5) or more separate linehaul trailer moves — Flat \$25.00.

## DELAY TIME NOTES

- P&D work performed will reduce delay calculation time.
- Delay will not apply if the driver refuses a suitable load or requests a specific load. Not available or no response to a pre-plan or dispatch will be considered the same as refusing work.
- Drivers who book-off for personal reasons away from their home terminal, no delay will apply once back on power.
- Units must be on time for pick up and delivery appointments to qualify and dispatch must be contacted every 2 hours — updating status of delay.
- Wayfreighting applies during regular working dock hours and signed off by responsible terminal supervisor.
- Maintenance delays — subject to approval from Maintenance Department.
- "Act of God" situations will be treated and handled individually — without guarantee.

A new 10 hour waiting period to qualify for delay is required if:

- A total of 400 shorthaul miles are completed
- 8 hours of P&D work is completed
- A combination of P&D work and shorthaul miles driven is equivalent to 8hrs of work, miles calculated at 50 miles/hour
- Driver will retain position on power based on distance travelled, (ex: 300 miles would be an additional 6hrs) — Applicable in Quebec and Ontario only.

10 hour waiting period starts at time of "Empty" status on previous load

- Paid empty miles will be factored in to the 10 hour waiting period, ex: empty in Peterborough at 12:00 and sent to Brampton (99 miles), terminal delay would only commence at 02:00 (99 empty miles = 2 hours).

Delay Time ends when truck receives satellite pre-plan (time stamped in SHAW system)

- For LTL, if close time exceeds receipt of pre-plan, delay clock will end at actual close time of the load.
- For TL, if scheduled pick-up time exceeds receipt of pre-plan, delay clock will end at scheduled pick-up time of load unless reposition exceeds 50 miles (Ex: Peterborough P/U scheduled at 12:00, delay for a truck leaving Brampton would stop at 10:00, since the paid mileage is 99 miles to p/u location).
- If truck empties earlier than appointment time, delay will be paid 10 hours from scheduled delivery appointment (power position will however be base on empty time).

## NOTES

- Interior trailer sweep or routine verification of trailer to ensure it is presentable to the next customer, remains the driver's responsibility and is non compensable.
- Way freighting only applies during open hours of operation for all locations.
- Hourly & flat rate application activities may be randomly audited.

# CONDITIONS & GUIDELINES

## 30 HOUR RULE

- Once loaded and rolling, if delivery appointment is not within 30hrs, driver will be dispatched to closest terminal or drop location and be placed on power rotation once dropped.
- Please note, if loaded and rolling is before scheduled pick-up time, 30hrs will begin per scheduled pick-up time.
- In cases where unit was not needed for power that day/night, driver may be required to deliver the load hauled from the U.S. but will still be placed on power rotation based on arrival time, drop of \$40 will apply.
- Rule is exclusive to units departing the U.S.

## BORDER CROSSING

For any failed PAPS or PARS shipment that you are able to manually get cleared within one (1) hour by visiting the broker, you will be paid an additional \$5.00 for that particular shipment.

## FISH ALLOWANCE

For hauling a load of fish where there are four (4) or more different stops on the trailer.

## LUMPERS

- All prearranged lumper requirements must be called into dispatch.
- Driver must supervise the activities of the lumper, protecting the interest of Midland.
- 100% of the receipts must be received.

Note: If use of lumper service is the individual choice of the Owner Operator, that expense is the responsibility of the Owner Operator.

## NEW YORK CITY ALLOWANCE

For units dispatched into one of the five boroughs of New York City (Brooklyn, Bronx, Queens, Manhattan and Staten Island).

## CHRISTMAS RUNNING

Will be paid to any unit running on Christmas Day.

## TOLLS

100% paid by the Company.

## SATELLITES

All Midland Highway units will be required to have a satellite installed. The satellites will be provided to the Owner Operator at no charge.

## FUEL

Fuel purchased at authorized fuel stops designated by the Company will be charged to the Owner Operator as follows:

Domestic	\$0.408 per litre
U.S.	\$1.54 per U.S. gal.

## LICENSING

- Owner Operator pays for all licensing costs for the tractor unit. The Company will pay for all permits including IFTA Stickers, NY HUT, Border Crossing Decal, H.V.U.T. (heavy vehicle use tax).
- The licensing cost paid by the owner operator will be deducted over the full licensing year.

## INSURANCE

PREMIUMS: Charge of \$.065 per mile on all paid miles, up to 165,000 miles per year (CAP).

REDUCTION FOR CLAIM FREE SERVICE: For those Owner Operators who do not have a chargeable accident in excess of the deductible, the insurance premium will be reduced as follows:

• 5 to 10 Consecutive Years	Reduced by \$0.005/mile
• 10 to 15 Consecutive Years	Reduced by \$0.01/mile
• 15 to 20 Consecutive Years	Reduced by \$0.015/mile
• More than 20 Consecutive Years	Reduced by \$0.02/mile

## DEDUCTIBLES

• Property Damage/Collision	\$5,000 (plus HST or GST)
• Collision with animal	\$2,000 (plus HST or GST)
• Fire, theft, vandalism	\$1,000 (plus HST or GST)

## WORKERS COMPENSATION

100% paid by the Company for Owner Operators not required, by Workers Compensation, to purchase and maintain his/her own WCB coverage.

Note: For those Owner Operators required to purchase and maintain his/her own WCB coverage, he/she must provide evidence of such coverage. Quarterly, these Owner Operators will be reimbursed at the Midland WCB rate up to the amount remitted to WCB by the Owner Operator.

## SAFETY BONUS

Each unit is entitled to receive a \$0.02/mile quarterly bonus on all paid miles. To receive this bonus the unit must comply with the following:

- Have no preventable accidents for the quarter.
- Comply with the Company Uniform Policy for the quarter.

## UNIFORM ALLOWANCE

Uniform Allowance is \$350.00 per year per unit.

# CONDITIONS & GUIDELINES

## REFUSED LOAD POLICY

**DEPARTMENT:** Linehaul Fleet — Attention all Drivers and Dispatch

**ISSUE:** Refusing Work

**OBJECTIVE:** To cover all freight movements with direct Midland power

### THEMES

- Servicing customer demands on their timetable.
- Operating efficiently within company budget.
- Maintaining driver "job description" work duties.
- Common sense — keep it simple!

**DISPATCH ASSIGNMENT:** Coverage and Distribution Policy

- The "next" required dispatch, regardless of length, direction or time involved, will be assigned and accepted by the "next" driver/unit in rotation.
- Driver/unit selection order:
  1. Wild power not assigned a load from forecasted lineup, based on earliest arrival time
  2. Wild power units within forecasted lineup, from bottom position
  3. Bid/scheduled units (if no one from 1 and 2 — above are available)

### NOTES

- Rotation position will not be forfeited (for any round trip dispatch under 400 miles) as a result of required coverage acceptance.
- Dispatch (on duty) will have final say at time of coverage need.
- On the spot disputes/conflicts are to be avoided. Work is to be performed, with situation elevated next day for resolution ruling.

### REFUSAL DIRECTION AND HANDLING

1. Unit/driver will be specifically asked once to confirm position — to refuse the dispatch.
2. Once confirmed, unit/driver will be removed from rotation and all earned or future delay (for that dispatch segment) time will be forfeited.
3. Unit/driver will be given a dispatch home at the company's earliest convenience.
4. No further work will be assigned until unit/driver has a meeting with Head Office Linehaul Management to discuss next steps.