

COLLECTIVE AGREEMENT

BETWEEN:

BRIDGE TERMINAL TRANSPORT CANADA INC.

(THE COMPANY)

AND:

CANADIAN OWNER-OPERATOR WORKERS' ASSOCIATION

(CHARTERED LOCAL UNION 2001)

(THE UNION)

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LETTER OF UNDERSTANDING

Feb 13, 2007

COLLECTIVE BARGAINING }

It is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth the basic Agreement covering rates of pay and conditions of work to be observed between the Parties hereto. Wherever the use of the male gender is used herein, it shall also apply to the female gender where applicable.

Article 1

Bargaining Agency and Recognition ✕

1.01 The Company recognizes the union **as** the sole and exclusive bargaining agent for its dependent contractors and drivers of dependent contractors **as** described in the current Certification issued by the Canada Industrial Relations Board.

Article 2

Management

- 2.01 Management rights exercised by the Company, unless expressly limited by this Agreement are reserved to and are vested exclusively in the Company. This Article will not be **used** in a discriminatory manner against any bargaining unit member.
- 2.02 The company has the right to determine the number and classification of owner operators required and the right to determine their ability to meet qualifications of those positions.
- 2.03 The above clause shall not deprive dependent contractors and drivers of dependent contractors of the right to exercise the grievance procedures **as** outlined in this Agreement.

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Article 3

Union Security

- 3.01 All dependent contractors and drivers of dependent contractors who become qualified by the Company after the date of the signing of this Agreement, shall become members of the Union, and pay to the Union, initiation fees, dues, fines and/or assessments to maintain their membership.
- 3.02 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the initiation fees, dues, fines and/or assessments charged by the Union to its members, the Company shall make deductions in accordance with the notice, effective the date given. The Union will indemnify the Company for all such deductions and remittance when in accordance with Union's instructions.
- 3.03 All Union dues shall be made payable to the Canadian Owner-Operator Workers' Association, Local Union 2001 and forwarded to the head office at the following address:

735 East 61st Avenue
Vancouver, British Columbia V5X 2C1

Dues will be paid no later than fifteen (15) days from the date the deduction was made, Invoices will be submitted to the company by the union and must include invoice number, date and breakdown of dues by driver.

Article 4

Hours of Service

- 4.01 All bargaining unit members shall be bound by the maximum hours of work as prescribed by the National Safety Code and / United States Department of Transportation, and this Collective Agreement

Article 5

Conflicting Agreements

- 5.01 The Company agrees not to enter into any Agreement or Contract with dependent contractors or drivers of dependent contractors of the Company, members of the Union, individually or collectively, which in any way, conflicts with the terms and provisions of this Agreement unless mutually agreed upon between the company and union, Any such Agreement and/or Contract shall be null and void.

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Article 6

New Equipment and Classifications

- 6.01 Prior to any new types of equipment for which rates of pay are not established by this Agreement are put into use, the Company shall advise the Union as ~~far~~ in advance as possible, and not less than thirty (30) days prior to implementation.
- 6.02 The matter shall become the subject of discussion between the parties for rates governing such equipment. The Company and the Union shall finalize within thirty (30) days after such implementation a rate to be established and said rate to be retroactive to the implementation date.

Article 7

No Mandatory Source

- 7.01 Under no circumstances shall the Company directly or indirectly specify a mandatory source of fuel, tires, maintenance/repairs or collision insurance to be used by a member of the bargaining unit.

Article 8

Transfer of Company Title or Interest


- 8.01 This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event of an entire business or any part thereof is sold, leased, transferred or taken over by sale, transfer lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing, not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceedings, not including financial arrangements thereof.


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Article 9

Safety Conditions

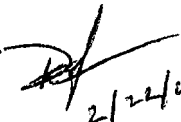
- 9.01 Maintenance of Equipment – it is to the mutual advantage of the Company that bargaining unit members shall not operate vehicles which are not in safe operating condition.
- 9.02 Bargaining unit members shall not be required to operate Company equipment on public streets and thoroughfares that is not in compliance with the appropriate provisions of the law dealing safety requirements for mobile equipment (ie: air lines, tires, brakes, all necessary lighting equipment).
- 9.03 It shall be the obligation of the Company to direct the repairs a necessary to conform with the safe and efficient operation of that equipment.
- 9.04 The Company shall inform, direct, and supply to members of the bargaining unit, proper information and handling devices or equipment for handling of dangerous goods cargo.


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Article 10

Union Decal

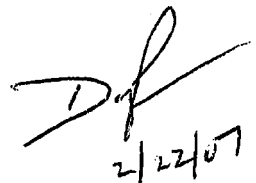
- 10.01** It shall not be a violation of this Agreement for members of the bargaining unit to post the Union's decal in a conspicuous place on the glass area of the equipment he is operating. Said decal will not be attached to any area which will impair the vision of the driver. Said decal shall remain the property of the Union. This is the only decal permitted unless mutually agreed upon by the company **and** the union.


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Article 11

Seniority

- 11.01 Seniority for the purpose of this Agreement shall mean the length of service of the truck (or replacement truck) with the Company.
- 11.02 Seniority shall be maintained in the reduction and restoration of the working force, providing the senior truck is capable of performing the remaining job or jobs, and has the required equipment. Contractor will be allowed fourteen (14) calendar days to obtain the required equipment.
- 11.03 The Company will assign work on a truck seniority basis. It is, however, understood, that there may be instances where operational requirements may determine the need to work around this process, and in so doing, the Company will provide notice to the Union. A written request from a Union officer and/or Steward submitted to the Management within forty-eight (48) hours of the dispatch must be submitted. The Management will investigate the action and reply within the same time period. If the Union is not satisfied with the operational reasons provided, the Union may proceed with the grievance procedure, with the date of the response counted as the first day of discovery.
- 11.04 The Company shall, upon request, provide the Union with the most current list of all bargaining unit members covered by this Agreement. Such list will include the start date of the truck. This list will be posted on the Union board at all times and be updated in January and July of each year.
- 11.05 Newly qualified drivers shall be on probation for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company with respect to the status of those on probation should they be laid off for lack of work or disqualified during the probationary period. The Company will inform the individual, in writing, of the reason or reasons for the disqualification or lay off, with a copy to the Union.
- 11.06 The Company shall not be responsible for the Health and Welfare remittance to the Plan Administrator during the probationary period.
- 11.07 In the event the Company purchases a business or any part thereof, the bargaining unit members of which are covered by the Union, seniority of said truck shall be computed from the date that they respectively first become bargaining unit members of the business aforesaid.



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11.08 In the event of a lay off, the truck shall be laid off in reverse order of their seniority. A laid off truck shall retain its seniority and recall rights with the Company for one hundred and twenty (120) calendar days after the effective date of lay off.

11.09 In the event of a lay off, the Company will take into account:

- a) The type of equipment, licenses, and permits necessary for the services required.
- b) The seniority of the truck.
- c) In the application of this Article, senior truck who would otherwise be laid off, shall have the option to secure the type of equipment, licenses, and/or permits necessary for the service required, Trucks that choose to exercise this option must provide the Company **with** proper notice of intent within forty eight (48) hours of being advised of lay off and secure such equipment, licenses, and/or permits within fourteen (14) calendar days.

Article 12

Dependent Contractor Security

12.01 Provided qualified bargaining unit members **with** the required equipment are available and hours of service, the Company shall not contract out bargaining unit work.

Article 13

Past Practice

13.01 **Any** rights and privileges of bargaining unit members now in effect, but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect unless mutually agreed by the Company and the Union.


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Article 14

Discipline Record

14.01 When a member of the bargaining unit is given verbal or written warning, a record of that warning shall also be placed in the driver's file. The individual shall be permitted to make a response to the warning which shall also be placed in the driver's file. Any incident such as written reprimand and/or warning letter beyond 12 months shall not be used to compound other disciplinary action against said individual pertaining to violations outlined in Article 25.05 and/or Article 25.06. The Union shall be notified, in writing of any written warnings.

Article 15

Protection of Rights

- 15.01 It shall not be a violation of this Agreement, or cause for discipline, for a member of the bargaining unit, in the performance of his duties, to refuse to cross a legal picket line recognized by the Union.
- 15.02 The Union shall notify the Company as soon as possible of the existence of such recognized legal picket lines.


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Article 16

Disclosure of Earnings


- 16.01** Except as otherwise mutually agreed between the parties, members of the bargaining unit shall be paid not less frequently than once a week.
- 16.02** a) The Company shall provide bargaining unit members with a separate of detachable, printed, and itemize statement of revenue earned in a one (1) week period.
- b) The Company will make every effort to advise bargaining unit members of any deductions other than those mutually agreed to from their settlement **at** least one week before the deduction is applied. Deductions made by corporate accounting without notifying the terminal will be researched and information provided to the member within a reasonable period of time, but no more than five (5) work days after the deduction was brought to management's attention.
- 16.03** If an error occurs in a bargaining member's settlement cheque, he shall be entitled, on request, to a cheque being issued in favour of such individual on the next settlement period.
- 16.04** Upon disqualification or self-termination, the Company shall pay all earned money due a member of the bargaining unit within forty five (45) days, subject to member's satisfaction of required Company documentation and availability of maximum amount of hold back funds.
- 16.05** Discrepancy forms will be readily available for bargaining unit members. Bargaining unit members must file their discrepancy within ten (10) working days from **the** date which the settlement cheque was picked up at the Company office. The Company will have a written reply to a discrepancy within ten (10) working days. Discrepancies found to be in favour of the bargaining unit member will be paid on the following settlement period.


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Article 17

Physical or Medical Examination – Drug Testing

- 17.01 Company required physical and/or medical examination shall be complied with by all members of the bargaining unit. The Company shall pay for all such physical and/or medical examinations.
- 17.02 The Company will make every effort to conduct drug testing first thing in the morning.
- 17.03 Drivers not under dispatch for thirty (30) days must pass a drug and alcohol test for controlled substances prior to returning to dispatch.


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Article 18

Leave of Absence

- 18.01** A bargaining unit member who has completed one (1) year or more of continuous active service may be granted a leave of absence for a period of sixty (60) days. It is understood that no more than 14% of the workforce with a maximum of 7% from each division (highway/local) will be away from work at the same time for any reason. It will be the responsibility of the requestor to contact terminal management for approval. It will also be the responsibility of the member to submit all required documentation material, settle all monetary obligations, and meet with the Company for closure prior to starting the leave of absence, A member of the bargaining unit who has been granted a leave of absence must complete a year of continuous active service before becoming eligible for another leave of absence.
- 18.02** Engaging in employment while on a leave of absence or misrepresenting the reason for a leave of absence shall be good cause for disqualification.
- 18.03** During any leave of absence, the Company will not be under **any** obligation to pay Health and Welfare contributions for the member of the bargaining unit. A member on leave may pay the entire contribution to keep his policy current and in force. The union member on leave must prepay all required deductions which may include Health and Welfare benefits and unions dues prior to the requested leave. Failure to comply with aforesaid may result in a loss of benefits.
- 18.04** A member of the bargaining unit on leave of absence must report to the Company within five (5) days before the mutually agreed expiration of the leave. Failure to do **so** shall be construed as self-termination and grounds for disqualification.

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Article 19


License and Insurance

- 19.01 During the terms of this Agreement, the tractor shall be operated at all times under the licenses, permits, and operating authorities of the Company. The tractor shall be licensed and registered in the joint names of the Company and a member of the bargaining unit for the purposes of insurance, licensing and authorities of the Company. However, it is understood and agreed that the transfer of registration of the tractor to the Company is for insurance, licensing, and operating purposes as aforesaid and that it is not intended thereby to transfer beneficial ownership of the tractor from the member of the bargaining unit to the Company.
- 19.02 All cross border contractors will be required to apply for a Fast card within 90 days of this agreement. All new cross border contractors will be required to apply immediately for a Fast Card.

Article 20

Visiting Privileges

- 20.01 Authorized representative of the Union shall notify the Company prior to accessing the Company's establishment during working hours for the purpose of investigation conditions related to this Agreement and shall, in no way, interrupt the Company's working schedule.
- 20.02 Unless mutually agreed upon between the Company and the Union there will be no gatherings by bargaining unit members and or equipment on company property.

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Article 21

Grievance and Arbitration Procedures

- 21.01 The Company and the Union recognize and agree that prompt resolution of differences concerning the interpretation, application, administration and/or alleged contravention of this Agreement is of utmost importance.
- 21.02 A grievance concerning the interpretation, application, administration, and/or alleged contravention of this Agreement or alleging that a member of the bargaining unit has been unjustly disciplined or disqualified shall be dealt with in the manner set out in this Article.
- 21.03 Grievance filing and reply time limits will be as follows:

Step Number	Filing Time	Reply Time
One	Within three (3) days of discovery or of occurrence of the alleged infraction. Appointment to be set for step one meeting within 24 hours and no later than 48 hours.	Two Days
Two	Within five (5) days of Company response	Five Days
Three	Within five (5) days of Company response	Five Days
Four	Within five (5) days of Company response	

Time limits may be extended by mutual consent based on reasonable needs and in writing from either side. Time limits **are** expressed in working days. If either party fails to act within any of the time limits or within an agreed extension, it will be deemed that the party has abandoned its position and that the position of the other party has been established, except in a case where the Union withdraws the grievance.


If a member believes that he has been unjustly disqualified, he may commence the grievance procedure and it will be instituted at Step Two.

Members may only be warned, suspended, and/or disqualified for just cause. Suspension days will **run as** consecutive calendar days.

Grievances of a group or general nature will be put in writing and instituted at Step Two.

At each of the three grievance steps, the Company and the Union may have equal representation.

If the Company's administrative **staff** is such that the 'same Company representative would be involved in Steps Two and Three, then Step **Two** will not be used except in termination of contract and time limits - failure to act.


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21.04 Whenever a dispute arises between the Company and the Union or between the Company and one or more members, the grievor or grievors shall continue to work, except in matters of disqualification, and the dispute shall be adjusted in accordance with the following procedures:

Step One - Shop Steward(s) with the aggrieved member will attempt to settle the grievance with the Supervisor (designated by the Company) involved in the dispute. Failure to settle the grievance at that time, the company representative will advise the Union in writing of the decision within the specified time limits. If settlement is not reached, the grievance will proceed to Step Two.

Step Two - Shop Steward(s) with the aggrieved member will attempt to settle the grievance with the Supervisor's superior. Failure to settle the grievance at that time, the Company will advise the Union in writing of the decision within the specified time limits. If settlement is not reached, the grievance will proceed to Step Three.

Step Three - Company management, a Union representative (if available), Shop Steward(s), with the aggrieved member will attempt to settle the grievance. Failure to settle the grievance at this time, Company management will advise the Union in writing of the decision within the specified time limits, If settlement is not reached, the grievance will proceed to Step Four (Arbitration).

Step Four - Arbitration

Dates of suspension, except as shown on Article **25.01** (e), if upheld, will be determined by the Company at the conclusion of the Step Three meeting and imposed immediately at the Company's discretion.

21.05 If the parties fail to agree upon a neutral Arbitrator within five (5) business days after one party has served written notice on the other party of its intention, the Minister of Labour will be requested to appoint a neutral Arbitrator.

21.06 The Arbitrator shall be required to hand down his decision following completion of the hearing and his decision will be final and binding on the two parties to the dispute and shall be applied forthwith. The decision of the Arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter, or change any provisions of this Agreement.

21.07 The total cost of the Arbitration will be borne equally by the Union and the Company.

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Article 22

Shop Stewards

22.01 The Union shall elect or appoint Shop Stewards from among its members of the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of Shop Stewards so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty eight **(48)** hours prior to disqualification of a Shop Steward.

Article 23

Savings Clause

23.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court, tribunal, or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.


23.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for **the** purpose of implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at **a** mutually satisfactory replacement for such Article or Section during **the** period of invalidity or restraint. If the Parties do not agree on **a** mutually satisfactory replacement, they shall submit the matter to arbitration.

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Article 24

Risks and Responsibilities

- 24.01 Contractor shall assume and pay any tax levy, fee or fine imposed or as against the equipment described herein, the cargo transported thereby, or the Carrier, by any Governmental authority as a result of any action by the Contractor or Contractor's employees.
- 24.02 Contractor understands and accepts that insurance coverage will be comprised of two main components, both of which are provided by the Company and costs of which are remitted back to the Company from the Contractor.
- 24.03 The first component is for public liability, bodily injury, vehicle collision, and comprehensive, and other such public interests. Insurance coverage is underwritten by the Insurance Corporation of British Columbia (ICBC). Payment of such coverage can be made in full by the Contractor at the time of issuance, or prepaid by the Company at a rate of prime +1% over a deduction period of nine (9) months, or the balance of the term, whichever is shorter.
- 24.04 The second component is for cargo coverage. This includes coverage for both cargo and trailing equipment which will be purchased by the Company and charged back to the contractor at a rate of 1.5% of the gross settlement to the contractor. Deductions will commence on the first settlement issued.
- a) In the event of an at fault accident the contractor warrants acceptance of the cost of the deductible in the amount of twenty five hundred dollars. (\$2500.00)
 - b) Contractor shall be solely responsible for the payment of wages, expenses, health and welfare, union dues, social security, WCB assessments, unemployment compensation and payroll taxes and any other relevant expenses for himself, his employees or agents, and upon demand by the Company, produce evidence of payment.
 - c) Contractor expressly undertakes to immediately register as **an** employer under Workers' Compensation Act and to maintain that registration in good standing, failure to comply will result in disciplinary action up to **and** including termination.
 - d) Contractor undertakes to remit quarterly, all Workers' Compensation assessments in respect to its Company and its employees. The Company reserves the right to request proof of payment at any time.
 - e) Contractor shall hold the **Company** harmless from any liability arising **from** the relationship between the Contractor and any of the Contractor's employees.


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Article 25

Default - Breach - Disqualification

25.01 The Company may impose disciplinary action, up to and including disqualification, subject to Article 21 in the event:

- a) He violates this Agreement, or any safety rules or regulations of any federal, state or provincial government agency.
- b) **Carry** on or permit to carry on any illegal operations with the equipment described in Schedule A.
- c) Perform commercial driving services for anyone other than the Company.
- d) Contractors are required to report any accident involving tractor or trailing equipment as well **as** any incident involving theft or damage to cargo or any release of hazardous material from the tractor or trailer within 2 hour of occurrence or discovery to Accident Notification and Emergency Response Number and safety department, providing **as** phone service is available
- e) For the purposes of this Agreement, chargeable accidents and moving violations will be handled in accordance with the company SOP. See Minimum requirements for driver qualification and dis-qualification.

Contractors that are contracted and have previous moving violations and/or chargeable accidents will be advised of the three year timeline and handled in accordance with the above procedures.

BTT Corporate Safety Department will determine chargeability of accidents using accident reports, ICBC documents, driver's statements, police reports, and any or all other information available.

- f) Failure to report for dispatch for one (1) consecutive working days, unless otherwise agreed to by the Company and the driver. Driver who will be off duty for more than one (1) working day must advise the Company of his status and become available at a pre-determined date unless extended by mutual agreement. A driver that is found to be in violation of this Article will be given a warning letter for the first offence, a one (1) day suspension for the second offence, and a two (2) days suspension for the third offence. A fourth offence will result in immediate disqualification.

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- g) All information regarding cargo contents and pick-up and delivery schedules is to be kept strictly confidential. Contractors are prohibited from discussing information related to the customer's cargo or schedules with any person(s) other than company officials. Contractors shall not park an unattended, loaded container in any area aside from a secured port, rail, BTT Terminal or customer's facility. Drivers failing to abide by this policy will be subject to disqualification.
- h) Unless specifically authorized by the company no driver shall transport or permit any person to be transported on any motor vehicle in schedule A. When such authorization is issued, it shall state the name of the person to be transported, the points where the transportation is to begin and end, and the date upon which authority expires. No written authorization, shall be necessary for the transportation of:
 - a) Employees or other persons assigned to a vehicle by the company
 - b) Any person transported when aid is being rendered in case of accident or other emergency.

Failure to comply with the regulation stated above may result in driver disqualification.

- 25.02 Should the contractor terminate this Agreement without having given ten **(10)** days written notice, the Company may retain the sum of \$500.00 from the contractor's reserve account as liquidated damages; and should the Contractor fail to complete all its scheduled movements prior to termination, the Company may retain from the Contractor's general reserve account, such sums as may be necessary to reimburse the Company for Contractor's failure to perform.
- 25.03 If Contractor gives proper ten (10) days written notice of termination and returns plates, unused portions or license fees, cab cards, credit cards, and any other equipment or documents belonging to the Company, removes Company issued decal from equipment, then the Contractor under this paragraph will not be charged a \$500.00 short term cancellation. If Contractor does not adhere to the terms of this Agreement and makes the equipment described in Schedule **A** unavailable to the Company, it will be considered a breach of this Agreement and Contractor will be advised of termination via registered mail, and in such case, no unused portions of license or permits will be returned to Contractor and its account will be debited for a \$500.00 short term cancellation.

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25.04 Subject to the terms and conditions of this Agreement, the parties shall use their efforts to effect a final settlement of all accounts between them within ninety (90) days subsequent to the ten (10) day written notice of termination in addition to the holdback set out in this Agreement. Forthwith upon any notice of termination being given, Contractor shall, at his sole cost, risk, and expense return the Company's equipment at such location or locations as may be designated by or on behalf of the Company, and Contractor shall remove all of the Company's license plates, licenses, certificates, permits, signs, logos, insignia and other property from Contractor's equipment and return same to the Company. Contractor hereby grants the Company a right to ingress and egress to any premises or locations where any of the Company's equipment, licenses, license plates, certificates, permits, signs, logos, insignia or other property are located for the purpose of taking possession of the same should Contractor fail to meet its obligations. For purposes of compliance, the company will accept a clear and dated photograph of the tractor with signs, logos, DOT number, and insignia removed.

25.05 Disciplinary actions will be administered to members of the bargaining unit that are found to be in violation of the safety rules and regulations established by the Company's Corporate Safety Department. The Company and the Union recognize progressive discipline with regards to log submissions and critical violations. The Union agrees to cooperate with the Company in ensuring these rules and regulations are followed.

Disciplinary action to be taken with regards to log submission and critical violations are as follows:

- a) First Offense - Verbal counseling with Union representation.
 - b) Second Offense - Written warning with copy included in driver's file.
 - c) Third Offense - One day suspension.
 - d) Fourth Offense - Two days suspension.
 - e) Fifth Offense - Disqualification.
- Disqualification will only be enforced if all offences are within a two (2) year period.

25.06 Disciplinary action will be administered to members of the bargaining unit that are found to be in violation of equipment safety, care, and responsibility. Progressive discipline are as follows:

- a) First Offense - Verbal counseling with Union representation.
 - b) Second Offense - Written warning with copy included in driver's file.
 - c) Third Offense - One day suspension.
 - d) Fourth Offense - Two days suspension.
 - e) Fifth Offense - Disqualification.
- Disqualification will only be enforced if all offences are within a two (2) year period.


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Article 26

Equipment

- 26.01 Contractor shall provide and exclusively dedicate equipment set out in Schedule A to the Company and shall not provide any transportation of commercial services to any other party except in accordance with the Company's instructions.
- 26.02 Schedule A shall be amended from time to time to show any addition or substitution in equipment approved in advance by the Company and confirmed by execution of revised Schedule A.
- 26.03 Any equipment provided by the Contractor to perform the services shall meet the following minimum requirements:
- a) In good mechanical and operating condition and able to pass all safety inspections required by Provincial, Federal, and/or US agencies as required.
 - b) All equipment furnished by Contractor shall be fully operable and in good operating condition, shall meet the specifications of the Company, including auxiliary equipment they may require, and shall be maintained fully operable and in good operating condition, by Contractor, at his sole expense during the full term of this Agreement.
 - c) So as to comply with the Provincial and State Fuel Tax Requirements, the Contractor shall be required to submit all original fuel purchase receipts to the Company for processing. Receipts deemed acceptable to legislative authorities must contain the following information:
 - *Date Purchased
 - *Quantity Purchased
 - *Vendor name and full address
 - *Purchaser's name and full address
 - *Price per gallon or litre
 - *Total price
 - *Unit number
 - d) The Contractor understands and accepts that failure to comply, as required by the legislative authority, may cause the Company to remit additional tax and/or penalties. Any and all payout of this nature will be passed to the Contractor along with any handling fees applied.
- 26.04 In the event that the equipment described herein is not in proper mechanical condition or is otherwise deemed inadequate, the Company shall have authority to transfer any shipment from this equipment according to its best judgement.
- 26.05 If a Contractor pulls the Company's trailing equipment, the Company will be responsible for the licensing and maintenance of said equipment. Damage to the Company's trailing equipment caused by negligence on part of the Contractor will be charged back to the Contractor. If Contractor pulls the Company's trailing equipment which is damaged and does not advise the Company at time of hooking, he shall be deemed responsible for the damage. The Company will provide an interchange agreement on all Company trailing equipment at time of dispatch.

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- 26.06** Contractor will not, under any circumstances, charge any item to the Company without explicit consent of designated terminal representative who must confirm such purchase with a purchase order.
- 26.07** Contractor will cause his equipment to be inspected from time to time for safety or other purposes at certified locations as may be required by the laws of any jurisdiction where Contractor's equipment is operated and provide all necessary inspection certificates to the Company.
- 26.08** If a bargaining unit member intends to replace his truck, he shall do so within ninety (90) calendar days of giving written notice to management at which time the tractor will be removed from the fleet. There will be no extensions granted beyond ninety (90) calendar days unless mutually agreed upon by the company and the union. Failure to replace truck will subject contractor to terms in 25.02

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2/22/07


Article 27

Identification

27.01 During all periods of operations hereunder, the tractor described in Schedule A shall only display on each cab door the Company name and fleet number. Such identification shall be in a form and size acceptable to Provincial and/or Federal regulatory agencies and shall be put upon the equipment at the expense of the Contractor and shall be removed or obliterated by the Company and Contractor upon termination of this Agreement.

Contractor shall maintain, at his sole risk and expense, the equipment described in Schedule A, cleaned and washed at all times.


27.02 Decals and logos will be supplied by the Company at no cost to the Contractor.


2/22/07

Article 28

Reports Required of Contractor and Contractor's Drivers


- 28.01** So that the Company can comply with the rules and regulations of the regulatory agencies of Canada and the United States having jurisdiction over their operations, Contractor and Contractor's employees, shall at all times comply with the rules and regulations as set forth by such agencies and furnish the Company with the following documents and information:
- a) Paperwork along with daily log to be handed in on a daily basis unless the driver is outside of the jurisdiction. Work performed on Friday Saturday and Sunday will be accepted no later than **10am** Monday.
 - b) Original copy of the Driver's monthly vehicle condition report for vehicles used in the performance of this contract.
 - c) Original or true copies of all scale tickets, toll receipts, customs documents, and delivery receipts for each load transported. Toll tickets shall contain the container and tractor number whereas the scale ticket should include both numbers along with the breakdown of axle weights.
 - d) Such other documents or data which must be maintained by the Contractor or filed by BTT pursuant to complying with the regulations of such agencies.
- 28.02** Contractors are required to report any accident involving tractor or trailing equipment as well as any incident involving theft or damage to cargo or any release of hazardous material from the tractor or trailer within 2 hour of occurrence or discovery to Accident Notification and Emergency Response Number and safety department, providing the scene is safe and secure.
- 28.03** Delivery trip reports in a form acceptable to the Company forthwith upon completion of each trip, and with such reports deliver all delivery receipts, bills of lading, signed freight bills, terminal interchange receipts where applicable, customs documents, original copies of vehicle condition or inspection reports, and original and true copies of all scale tickets, toll receipts and all maintenance reports and records required by law from time to time in any jurisdiction in which the services are performed. Bill of lading must be signed by customers.


2/22/07

Article 29

Technology

29.01 All parties to this agreement recognize technological devices that result in increased efficiency and productivity must be utilized.


2/22/07

Article 30


Confidentiality

30.01 Contractor agrees to receive and hold, and cause an alternate driver to receive and hold, all information and materials of a confidential or proprietor nature provided by the Company on a confidential basis, and Contractor agrees that it shall not disclose or use any confidential information or material for his own benefit or gain or for any purpose other than was authorized by the Company in writing from time to time, and without limit any other rights or remedies that the Company may have against Contractor for breach of this clause. It is understood and agreed by the Parties that Contractor shall be required to account to the Company for all profit or gain realized by Contractor or his employees, as a result of use of the confidential information or materials. Upon termination, the Contractor shall forthwith return all of the Company's written information and material of any kind provided to Contractor by the Company.

Article 31

Collection of Accounts

31.00 Contractor shall fully and adequately account to and pay the Company for all monies or other evidences of payment received by Contractor or its employees from any of the Company's customers or other third parties forthwith upon receipt thereof and in accordance with any instructions given to Contractor by or on behalf of the Company in that regard if **C.O.D** freight only.


2/22/07

Article 32

Duration *

- 32.01 This Agreement shall be in full force and effect from January 1, 2007 to and including December 31, 2008 and will continue in full and effect from year to year thereafter, subject to the right of either party to this Agreement, within four (4) months immediately preceding the expiry of this Agreement, to give written notice to the other party to commence collective bargaining.
- 32.02 There will be no strike or lock-out so long as this Agreement continues in force.
- 32.03 Should either party give written notice to the other party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement will thereafter continue in full force and effect until:
- a) The Union shall commence a legal strike;
 - b) The Company shall commence a legal lock-out; or
 - c) The parties conclude a renewal or revision of the Agreement or a new Collective Agreement.

Signed at DELTA, British Columbia this 26th

Day of FEBRUARY, 2007.

Bridge Terminal Transport Canada Inc
Vancouver Terminal

W.P. R
Dery

Canadian Owner-Operator
Worker's Association,
Local Union 2001

Tisha Amos

11 **AND DISPATCH RULES**

- [A] **SECURITY HOLDBACK:** A holdback amount of CAD **\$2,500.00** will be deducted from the Contractor's settlement with an applicable interest rate of 3.5% compounded annually after satisfaction of full bond. This will be deducted in equal installments over a twelve (12) month period commencing with the first remittance by BTT. Upon termination of the contract herein, these monies will be held for ninety (90) days to cover any late back charges or claims not covered by the Contractor's insurance.

- [B] **DELAYS:** If the Contractor cannot complete an assigned and accepted dispatch, BTT will undertake to complete the dispatch and charge the Contractor any added costs incurred beyond what would have been paid to the Contractor.

- [C] **SHORT & DAMAGES:** If there is a short and/or damage on delivery, the Contractor may be charged, unless the shipment is a shipper load, seal, and count and the original shipper seal can be confirmed in-tact on delivery by the consignee, and so noted on the original delivery receipt.

- [D] **LAY-OVERS :** Compensation in the amount of CAD **\$125.00** will be remitted in specific, pre-approved cases. It will only be paid in cases where the Contractor/Driver has notified dispatch at the first indication of a potential problem and arrangements can be made, in advance, with the customer to effect payment of same.

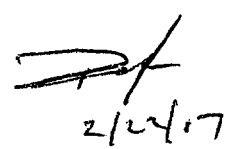
- [E] **WAITING TIME – CERTIFIED:** When a driver is delayed due to a situation completely out of his control, waiting time will apply in the amount of **\$40.00** CAD per hour following the first two (2) hours of freetime. Waiting time will only be paid in cases where the contractor has notified dispatch at the first indication of the potential situation and advised by dispatch to continue to wait and complete the transaction. Every effort must be made by the contractor to note the periods on the bill of lading, get a signature, and said bill of lading must be submitted to the respective dispatcher within **24** hours.

This does not include normal pier waiting time.

When a driver is waiting for Company trailing equipment to be repaired waiting time shall be \$40.00 CAD per hour. If the driver is found negligent of these repairs involving tire repairs, no waiting time will be paid and the driver will be liable for all costs.

- [F] **HEALTH & WELFARE:** The Company will contribute one-hundred-forty-six dollars (**\$146.00**) towards the Health & Welfare Plan premium per month, for all bargaining unit members. The noted payment will be made to **D.A. Townley & Associates Ltd.** by the 15th of the month following. Bargaining unit members with more than one (1) year of service, taking a vacation or leave of absence, must be off work more than thirty-one (31) days before the Company charges the full month's premium for Health and Welfare coverage.

- [G] The Company will supply drag chains for Company trailing equipment. All company supplied equipment will need to be signed in and out, contractor will be responsible for equipment that is signed out.



Handwritten signature and date: 2/22/17

Schedule B

[H] JOB POSTING – HIGHWAY AND IN-TOWN: Any requirement for additional truck(s), either for the highway or in-town fleet, shall be posted on the Union Bulletin Board for five (5) working days. The senior bargaining unit member(s) possessing the required equipment, or attaining the required equipment within 14 days, shall be granted the posting.

JOB POSTING – PERMANENT ASSIGNMENT: Any permanent assignment of one driver or more at a customer's place of business, shall be posted for five (5) working days. The senior bargaining unit member(s) possessing the required equipment, or retaining the required equipment within 14 days, shall be granted the posting.

SUPER-CHASSIS DISTRIBUTION: Before additional super chassis come on the fleet, the Company will post a notice on the Union Board for five (5) working days. The senior truck possessing the required equipment or attaining the required equipment within fourteen (14) days, shall be granted the posting.

[I] ONE PROBATIONARY PERIOD: The Company agrees that when a driver of an owner-operator becomes an owner-operator, or if an owner-operator becomes a driver for an owner-operator, the person will not have to pass a second probationary period of nine (90) calendar days,

[J] SEMI-ANNUAL INSPECTIONS: Bargaining unit members will have a choice to either take their tractor to Delta Truck Repair or Annacis Truck Repair for the Company required inspection. Any month in which a bargaining unit member passes a government required semi-annual inspection before the Company required inspection is due, that inspection shall serve as the Company required inspection.

[K] QUARTERLY MEETINGS: The Company agrees to meet quarterly with Union representatives and Shop Stewards to discuss matters of concern.

[L] The Company Drug & Alcohol Testing policy will be part of the Collective Agreement,

[M] The Company will pay the current U.S. Customs User fee Decal cost of USD \$100.00 for all prorated trucks.

[N] Fuel surcharge will be addressed in accordance with the letter of understanding.

[O] BTT will reimburse the Contractor for all approved bridge, toll charges, permits, scale fees, lumper fees, etc. All original receipts with container number must be tendered with the trip documents at the conclusion of each trip in order to effect refund.

[P] Driver's name and current Month for Health & Welfare and Union dues deductions to be recorded on the weekly statement in which the deductions occur.

[Q] If a particular dispatch is offered and rejected by the 3 senior most eligible drivers the dispatch will be assigned to bargaining unit members in reverse seniority orders, at that time refusal to cover this dispatch will result in disciplinary action identical to the provisions of article 25.01 (f).

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2/22/07

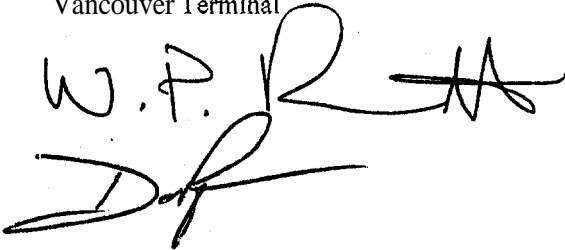
[R] Contractor is required to advise dispatcher immediately if the seal number is changed on container or trailer. Contractor must advise dispatcher of old seal number, new seal number, name/badge (where applicable) of examining officer.

[S] Contractors must return all trailing equipment not assigned to a unit to BTT terminal upon completion of dispatch.

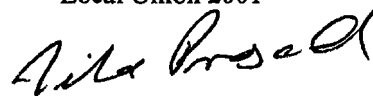
Signed at DELTA, British Columbia this 26TH

Day of FEBRUARY, 2007.

Bridge Terminal Transport Canada Inc
Vancouver Terminal



Canadian Owner-Operator
Worker's Association,
Local Union 2001



Schedule B

Seattle / Tacoma Compensation rates:

BTT shall pay the following compensation rates on a one-way basis between Vancouver, BC and the points named herein. Rates include both pickup and delivery, as required, of the intermodal and marine containers & chassis/flatbed as applicable.

		2007	2008
Seattle	Legal	250.00	260.00
	Empty	230.00	240.00
	Tridem	320.00	330.00
	Super	360.00	370.00
	Bobtail	200.00	215.00
Tacoma	Legal	270.00	280.00
	Empty	255.00	265.00
	Tridem	340.00	350.00
	Super	405.00	420.00
	Bobtail	220.00	235.00

Bare SS Line chassis will be paid **at** legal

Empty/Empty for Seattle will be paid **480.00**

Empty/Empty for Tacoma will be paid 520.00

20' over 38,500 lbs up to 45,000 lbs gross cargo weight, Tridem chassis rate will apply

20' over **45,000 lbs** gross cargo weight, super chassis rate will apply

40' over 85,000 lbs GVW, super chassis rate will apply

The Company will pay the super chassis rate at all times whenever the drop axle is utilized to effect delivery regardless of the weight (eg. Nose heavy).


2/22/07

Mileage Rates Proposal

Line haul points not listed below within the United States, British Columbia, Alberta and the Pacific Northwest Region will be paid as outlined by the practical miles of the PC Miler based out of Vancouver as follows:

	<u>2007</u>	<u>2008</u>
Legal	1.34	1.40
Tridem	1.45	1.50
Super Chassis	1.77	1.80

Location	Mileage	2007			2008		
		Legal	Tridem	Super	Legal	Tridem	Super
Armstrong	660	885	960		925	990	
Kamloops	540	725	780		755	810	
Kelowna	575	770	830		805	860	
Oliver	505	675	730		705	760	
Osoyoos	495	660	720		695	740	
Prince George	990	1325	1435		1380	1485	
Princeton	350	470	620		490	645	
Summerland	510	680	740		710	765	
Vernon	630	825	910		880	945	
Westbank	540	725	780		755	810	
Winfield	590	790	855		825	885	
Calgary	1,320	1770	1915		1850	1980	
Location Mileage Legal Tridem Super Legal Tridem Super							
Arlington, Wa	200	330	350	475	340	360	490
Auburn, Wa	330	525	595	660	545	615	685
Bellingham, Wa	100	330	350	400	340	360	415
Brewster, Wa	580	775	840	1025	810	870	1045
Centralia, Wa	455	610	660	805	635	680	820
Everett, Wa	225	350	370	495	360	380	515
Kalama, Wa	560	750	810	990	785	840	1010
Kent, Wa	320	500	580	650	515	600	670
Mt. Vernon, Wa	160	330	350	475	340	360	495
Prosser, Wa	690	925	1000	1220	965	1035	1240
Quincy, Wa	580	775	840	1025	810	870	1045
Spokane, Wa	825	1100	1200	1460	1155	1235	1485
Wenatchee, Wa	550	735	800	970	770	825	990
Yakima, Wa	550	735	800	970	770	825	990
Eugene, Or	860	1150	1250	1520	1200	1290	1550
Hood River, Or	740	990	1070	1310	1035	1110	1330
Odell, Or	750	1000	1090	1325	1050	1125	1350
Portland, Or	640	855	930	1130	900	960	1150


* empty containers from Kent or Auburn to Seattle or Tacoma piers, will be paid \$75.00

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2/22/07

Schedule B

Local – Pay-out to/from Marine Terminals & Rail Ramps

To / From	Vanterm	Centerm	Deltaport	CN Rail	CP Rail	FSD
	OW	OW	OW	OW	OW	OW
Vancouver	100	100	135	135	135	120
North Vancouver	105	105	140	145	145	135
West Vancouver	110	110	145	150	150	140
Burnaby North	105	105	135	120	120	110
Burnaby South (S of Hwy 1)	110	110	135	130	120	105
Richmond North	105	105	120	135	135	105
Richmond South (S of Westminster)	110	110	110	135	140	105
Annacis Island	120	120	120	130	130	100
New Westminster	115	115	135	130	120	105
Coquitlam	115	115	135	115	110	110
Port Moody	120	120	145	120	105	115
Port Coquitlam	120	120	145	120	105	115
Pitt Meadows	135	135	150	130	100	120
Haney	140	140	160	135	105	135
Maple Ridge	140	140	160	135	105	135
Surrey North (N of 72, W of 152, FSD)	120	120	120	110	102	100
Delta North (Tilbury)	135	135	100	130	135	100
Surrey South (includes White Rock)	135	135	120	120	150	120
Cloverdale	135	135	135	100	130	115
Port Kells (N of Hwy 1, W of 208)	135	135	145	100	130	110
Langley City	145	145	135	105	135	120
Langley South (S of 40)	165	165	120	110	145	120
Pacific Hwy	165	165	120	110	145	120
Fort Langley	155	155	165	120	155	135
Aldergrove	155	155	165	120	155	135
Abbotsford	175	175	175	135	165	160
Clearbrook	175	175	175	135	165	160
Mission	175	175	185	145	145	165
Chilliwack	200	200	200	175	185	185
Sardis	200	200	200	175	185	185


2/22/07

Off-dock schedule - round-trip basis

Applicable to Empty and Laden containers

To / From	BITT		Deico		Metro		Ocean		Westgate		Westnav		Agrilink		TDK		Coast		KTL		CIS		
	OW		OW		OW		OW		OW		OW		OW		OW		OW		OW		OW		
Vancouver	90		95		95		95		95		95		95		95		95		95		95		90
North Vancouver	100		105		105		105		105		105		105		105		105		105		105		100
West Vancouver	105		110		110		110		110		110		110		110		110		110		110		105
Burnaby North	90		95		95		95		95		95		95		95		95		95		95		95
Burnaby South (S of Hwy 1)	90		95		95		95		95		95		95		95		95		95		95		95
Richmond North	80		85		85		85		85		85		85		85		85		85		85		85
Richmond South (S of Westminster)	80		85		85		85		85		85		85		85		85		85		85		85
Annacis Island	80		85		85		85		85		85		85		85		85		85		85		85
New Westminster	90		95		95		95		95		95		95		95		95		95		95		95
Coquitlam	90		95		95		95		95		95		95		95		95		95		95		95
Port Moody	90		95		95		95		95		95		95		95		95		95		95		95
Port Coquitlam	90		95		95		95		95		95		95		95		95		95		95		95
Pitt Meadows	110		115		115		115		115		115		115		115		115		115		115		115
Haney	120		125		125		125		125		125		125		125		125		125		125		125
Maple Ridge	120		125		125		125		125		125		125		125		125		125		125		125
Surrey North (N of 72, W of 152, FSD)	90		95		95		95		95		95		95		95		95		95		95		95
Delta North (Tribury)	70		75		75		75		75		75		75		75		75		75		75		75
Surrey South (includes White Rock)	80		85		85		85		85		85		85		85		85		85		85		85
Clverdale	90		95		95		95		95		95		95		95		95		95		95		95
Port Kells (N of Hwy 1, W of 208)	90		95		95		95		95		95		95		95		95		95		95		95
Langley City	90		95		95		95		95		95		95		95		95		95		95		95
Langley South (S of 40)	90		95		95		95		95		95		95		95		95		95		95		95
Pacific Hwy	100		105		105		105		105		105		105		105		105		105		105		105
Fort Langley	115		130		130		130		130		130		130		130		130		130		130		130
Aldergrove	125		130		130		130		130		130		130		130		130		130		130		130
Abbotsford	135		140		140		140		140		140		140		140		140		140		140		140
Clearbrook	145		140		140		140		140		140		140		140		140		140		140		140
Mission	145		150		150		150		150		150		150		150		150		150		150		150
Chilliwack	160		165		165		165		165		165		165		165		165		165		165		165
Sardis	160		165		165		165		165		165		165		165		165		165		165		165

DF 2/22/07

Off-dock Schedule - one-way basis

Applicable to empty and laden containers

To / From	BTT		Delco		Metro		Ocean		Westgate		Agrilink		TDK		Coast		KTL		CIS	
	OW		OW		OW		OW		OW		OW		OW		OW		OW		OW	
Vancouver Waterfront	130		130		130		130		130		130		115		100		100		100	
Vancouver	115		120		120		120		120		120		115		100		100		95	
North Vancouver	120		125		125		125		125		125		115		115		115		105	
West Vancouver	125		130		130		130		130		130		120		110		110		110	
Burnaby North	110		115		115		115		115		115		100		105		105		100	
Burnaby South (s of Hwy 1)	105		110		110		110		110		110		95		105		105		100	
Richmond North	100		105		105		105		105		105		95		90		90		90	
Richmond South (S of Westminster)	100		105		105		105		105		105		95		90		90		90	
Annacis Island	90		95		95		95		95		95		90		90		90		95	
New Westminster	95		100		100		100		100		100		90		100		100		105	
Coquitlam	105		110		110		110		110		110		100		115		115		115	
Port Moody	110		115		115		115		115		115		110		120		120		120	
Port Coquitlam	110		115		115		115		115		115		110		120		120		120	
Pitt Meadows	120		125		125		125		125		125		120		125		125		125	
Haney	125		130		130		130		130		130		125		130		130		130	
Maple Ridge	125		130		130		130		130		130		125		130		130		130	
Surrey North (N of 72, W of 152, FSD)	85		90		90		90		90		90		90		100		100		100	
Delta North (Tilbury)	85		90		90		90		90		90		95		100		100		100	
Surrey South (includes White Rock)	105		110		110		110		110		110		110		110		110		110	
Cloverdale	110		115		115		115		115		115		110		125		125		125	
Port Kells (N of Hwy 1, W of 208)	120		125		125		125		125		125		115		125		125		125	
Langley City	115		120		120		120		120		120		115		125		125		125	
Langley South (S of 40)	120		125		125		125		125		125		120		125		125		125	
Pacific Hwy	115		120		120		120		120		120		120		125		125		125	
Fort Langley	120		125		125		125		125		125		120		130		130		130	
Aldergrove	120		125		125		125		125		125		120		130		130		130	
Abbotsford	140		145		145		145		145		145		140		160		160		160	
Clearbrook	140		145		145		145		145		145		140		160		160		160	
Mission	150		160		160		160		160		160		155		160		160		165	
Chilliwack	170		180		180		180		180		180		175		190		190		190	
Sardis	170		180		180		180		180		180		175		190		190		190	

DR
2/22/07



LETTER OF UNDERSTANDING

BETWEEN: Bridge Terminal Transport Canada Inc.

AND: Canadian Owner-Operator Workers' Association, Local 2001

Fuel surcharge will be paid in accordance with these brackets:

Highway Drivers:

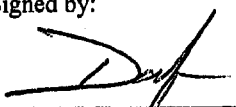
<u>Fuel Cost per gal in US currency</u>	<u>Fuel Surcharge %</u>
1.45 - 1.54	3
1.55 - 1.64	4
1.65 - 1.74	5
1.75 - 1.84	6
1.85 - 1.94	7
1.95 - 2.04	8
2.05 - 2.14	9
2.15 - 2.24	10
2.25 - 2.34	11
2.35 - 2.44	12
2.45 - 2.54	13
2.55 - 2.64	14
2.65 - 2.74	15
2.75 - 2.84	16
2.85 - 2.94	17
2.95 - 3.04	18
3.05 - 3.14	19
3.15 - 3.24	20
3.25 - 3.34	21
3.35 - 3.44	22
3.45 - 3.54	23

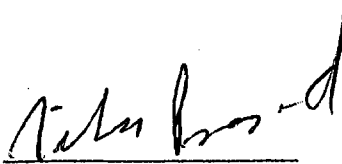
Local Drivers:

As per the Vince Ready Memorandum of Agreement

It is understood and agreed to that the Fuel Surcharge is not retroactive to the effective date of this agreement and will not be effective until the Monday immediately after the union notifies the company of ratification by the bargaining unit members.

Signed by:

 2/26/07
for Bridge Terminal Transport Canada Inc.


for COOWA, Local 2001

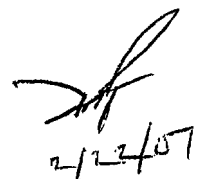
MINIMUM REQUIREMENTS FOR DRIVER QUALIFICATION

- AGE: Must be at least **24** years old.
- EDUCATION: Must have the ability to read, write and communicate effectively in English.
- LICENSE: Must possess valid Class 1 commercial driver's license and a hazardous endorsement.
- EXPERIENCE: Must possess at least **two** (2) years of verifiable tractor-trailer driving experience within the past seven (7) years. Only tractor-trailer experience verified by a North American Carrier operating in the United States, Mexico, Puerto Rico or Canada will be acceptable.

DRIVER DISQUALIFICATION

No person shall operate a commercial motor vehicle under the Authority of Bridge Terminal Transport, Inc. after being charged with or convicted of any of the following:

1. Driving while intoxicated within the last 10 years.
2. Driving while under the influence of a controlled substance.
3. Possession of a controlled substance.
4. Reckless driving.
5. Leaving the scene of an accident.
6. Four (4) or more moving violations within the past three (3) years.
7. Two (2) or more chargeable vehicle accidents within the past three (3) years.
8. A combination of four (4) or more chargeable vehicle accidents or moving violations within the past three (3) years.
9. Any Disqualifying offense as outlined in the FMCSR.
10. Having ever **tested** positive or refused to **test** for a controlled substance or alcohol while under a previous employer or Bridge Terminal Transport's controlled substance or alcohol testing program.
11. No 24 hour suspension (Canada)



Handwritten signature and date: 2/23/07

letter of Understanding

BETWEEN:

Bridge Terminal Transport Canada Inc.

(The Company)

AND:

**Canadian Owner-Operator Workers' Association
(Chartered local Union 2001)**

(The Union)

WHEREAS the Company's business has been disrupted by the inability of its short haul owner-operators to access the Port;

AND WHEREAS the Port of Vancouver is now requiring companies who wish to access the Port and other locations, to pick up short haul containers, to sign certain documents to obtain an Interim License:

AND WHEREAS the parties believe the Company's owner-operators may be prevented from entering the Port and other locations if the parties do not also sign onto the Memorandum of Agreement proposed by Vince Ready on July 29, 2005;

The parties therefore agree as follows to ensure the Company's owner-operators continue to have access to the Port and other locations, in order to pick up short haul containers:


1. The Company will sign the documents required by the Port of Vancouver in order to receive the Interim License Agreement. The documents are only being signed because the Port will refuse access to the Company's short haul owner-operators, if the Interim License is not applied for and granted.
2. If the Company is required to sign the Memorandum of Agreement in order for its short haul owner-operators to access the Port, the Company will do so. However, either the Company or the Union can rescind their agreement to the Memorandum of Agreement, at any time, upon seven days' written notice to the other party. The Memorandum of Agreement will not form part of the parties

Collective Agreement. It shall be considered a separate document, and will not be considered to be a Collective Agreement.


3. The Company and the Union will review the terms and conditions within the existing Collective Agreement to ensure that the Company is not put at a competitive disadvantage by virtue of having to sign to obtain the Interim License, or sign the Memorandum of Agreement. The Union acknowledges that it may be necessary to provide concessions in certain areas of the Collective Agreement, in order to ensure the Company's costs are not greater than the costs of other Companies.
4. If the requirement of an Interim License to enter the Port changes (e.g. –the Port no longer requires certain rates to be paid etc.), or if other companies who have signed for the Interim License or signed the Memorandum of Agreement no longer become bound by those documents, the Company and the Union agree that the Company and the Union will no longer be bound by such documents.
5. In any circumstances where the Company and the Union are no longer bound by the Interim License or the Memorandum of Agreement, all the existing terms of the existing Collective Agreement will apply. For greater clarity, if any concessions had been agreed to, those concessions within the Collective Agreement will cease to apply if the Company and the Union are no longer bound by the Interim License and the Memorandum of Agreement.
6. By signing this Letter of Understanding, both parties reserve their right to make any legal challenges to the Interim License Agreement and Memorandum of Agreement, including arguing that such documents were signed under duress.


AUG 4/2005

For the Company



For the Union


8-4-05

For the Company

For the Union

LETTER OF UNDERSTANDING

BETWEEN:

PRTI Transport, Inc.

AND

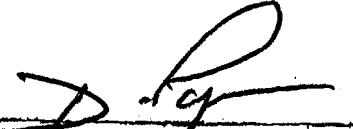
Canadian Owner-Operator Workers' Association, Local 2001

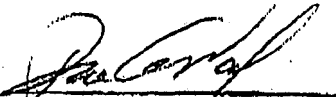
For members of the bargaining unit that were contracted during the life of the previous agreement (January 1, 2001 – December 31, 2003), Article 25.01 (e) will be applicable.

It is the company's position that application of the terms of this specific article will not deter the management from making decisions as directed by the corporate policy included in this agreement.

This letter will be removed on December 31, 2006.

Signed by:


for PRTI Transport, Inc.
11/30/04
Date


for COOWA, Local 2001
Nov 30/04
Date

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