

IN THE MATTER OF FACILITATION
AND
IN THE MATTER OF A DISPUTE

BETWEEN:

TRUCKING COMPANIES (OWNERS/BROKERS)

AND:

VANCOUVER CONTAINER TRUCKERS' ASSOCIATION

MEMORANDUM OF AGREEMENT

JULY 29, 2005

The purpose of the following Memorandum is:

- to resolve the immediate economic problems of the truckers in a manner that is realistic in the context of the economics of the industry;
- to protect the interests of those who are not parties to the dispute but who are being hurt by it; and
- to minimize long term damage to the reputation of BC's container transportation industry, and to protect the provincial and national economies.

The parties to this Memorandum of Agreement note that the facilitator appointed by the Provincial and Federal governments is making a report with recommendations to the respective Ministers of Labour. His report is attached to this Memorandum as an Appendix.

1. This Memorandum of Agreement is subject to ratification by the membership of the Vancouver Container Truckers' Association ("the VCTA"), and to the participation of 75% of the container trucking companies and/or by companies who dispatch at least 50% of the

truckers (“the Companies”). Any provision of this Memorandum that is prohibited by law is void.

2. The truckers and the companies will resume work on or before Tuesday, August 2, 2005. The companies and those drivers who resume work in accordance with this Agreement will not retaliate against each other (or against any other drivers or companies who agree to this Memorandum), by way of discipline, litigation or discrimination with respect to service or work availability, or in any other way.
3. The rate schedule effective on the return to work is as per Schedule 1. The rate schedule in effect on August 1, 2006 is as per Schedule 2.
[Note: If a relationship of one cell to another is inadvertently in error, either party may seek a remedy in accordance with the process set out in paragraph 10.] For greater clarity, the rates in the Schedules are the truckers’ share of one-way rates.
4. Despite paragraph 3, no company will pay a lower rate than the rate in effect at the commencement of the work stoppage.
5. A fuel surcharge will be effective in the event of significant increases over the current price for diesel fuel. Beginning in the first quarter of 2006, if the average fuel price is over \$1.05 per litre in any quarter, a fuel

surcharge will be in effect for the following quarter. The surcharge for that following quarter will be in the form of an increase of 1.0% (applied to payments based on the applicable rate schedule) for each full five cent increase in the average fuel price above \$1.05. Diesel prices from the M.J. Irvine website will be used.

6. The issue of an enforcement mechanism, consistent with the law, for ensuring that signatories to this Memorandum of Agreement comply with the provisions of the Agreement is referred to the arbitration process set out in paragraph 10. The process and decision will be expedited.
7. A company signatory to this Agreement agrees, in the event of the sale or transfer of its business (as those terms are used under the *Labour Relations Code of B.C.*) to notify the purchaser of the terms of this Memorandum, which the purchaser must accept. If the purchaser fails to give the VCTA written notice of the purchaser's acceptance of the Memorandum, the principals of the company signatory to this Agreement remain responsible for the terms of this Memorandum.
8. Truckers who work on weekends do so on a voluntary basis.
9. The following remuneration and working condition matters are also agreed:

- Where a trucker is responsible to purchase a radio, the company is responsible to pay the monthly airtime fee.
 - The minimum pay for any call out is \$200.
 - Companies and truckers will each contribute 10 cents per container to a fund that will be used to audit compliance with this agreement.
 - Damaged can inside the dock – the company will pay the trucker.
 - Dangerous goods – an additional \$50 will be paid.
 - B Trains – full rate on the first loaded can, and 50% on the second loaded can with certain exceptions to be agreed between the parties (and failing agreement, referred to arbitration in accordance with paragraph 10).
 - Two cans – same as B Trains.
10. The arbitration board is Vincent L. Ready (facilitator jointly appointed by the Provincial and Federal governments) and Peter Cameron (appointed by the Provincial government to assist the facilitation), and the

arbitration board process is part of and a continuation of the facilitation mandate. The arbitration will take place under the terms of the *Commercial Arbitration Act* of B.C. Subject to the Act, the board may determine its own practice and procedure, but must give each party an opportunity to be heard and to respond to the submissions of the other party. Any decision of the board may be made retroactive in whole or in part to the date of the return to work.

For purpose of this provision, “party” means collectively:

- the executive of the VCTA, and
- the companies who agree to this memorandum.

Each of the two parties will appoint one spokesperson for purposes of these proceedings.

The outcome of the arbitration is binding, to the degree permitted by the law, on the parties and the signatories to this agreement.

11. Nothing in this Memorandum of Agreement is intended to apply to companies or truckers covered by collective agreements, except to the extent that those companies and unions agree to include provisions from this Memorandum in their collective agreements.

- 12. The term of this Agreement is two years from the date of the return to work.

- 13. In the event of a dispute with respect to the interpretation, application, or alleged violation of this Agreement, there shall be no interruption of work and either party may submit the dispute to Vincent L. Ready or Peter Cameron for resolution by arbitration. The decision of the arbitrator is final and binding.

- 14. Ratification shall be completed by 2:00 p.m., July 31, and the parties will provide confirmation of ratification to Vincent L. Ready by signed fax (as below) and to 604 691-2557 and by email to vready@telus.net.

Agreed on behalf of VCTA:

Agreed on behalf of Companies
(Owners/Brokers):

Schedule 1: Rates in Effect from Date of Return to Work

From/To	Vanterm Centerm	Deltaport	FSD	CP	CN
Vancouver Docks	\$90	\$120	\$110	\$120	\$120
North Vancouver	\$95	\$125	\$120	\$130	\$130
West Vancouver	\$100	\$130	\$125	\$135	\$135
Burnaby North	\$95	\$120	\$100	\$110	\$110
Burnaby South (S of Hwy 1)	\$100	\$120	\$95	\$110	\$115
Richmond North	\$95	\$110	\$95	\$120	\$120
Richmond South (S of Westminster)	\$100	\$100	\$95	\$125	\$120
Annacis Island	\$110	\$110	\$90	\$115	\$115
New Westminster	\$105	\$120	\$95	\$110	\$115
Coquitlam	\$105	\$120	\$100	\$100	\$105
Port Moody/Port Coquitlam	\$110	\$130	\$105	\$95	\$110
Pitt Meadows	\$120	\$135	\$110	\$90	\$115
Haney/Maple Ridge	\$125	\$145	\$120	\$95	\$120
Surrey North (N of 72, W of 152, FSD)	\$110	\$110	\$90	\$110	\$100
Delta North (Tillbury)	\$120	\$90	\$90	\$120	\$115
Surrey South (includes White Rock)	\$120	\$110	\$110	\$135	\$110
Cloverdale	\$120	\$120	\$105	\$115	\$90
Port Kells (N of Hwy, W of 208)	\$120	\$130	\$100	\$115	\$90
Langley City	\$130	\$120	\$110	\$120	\$95
Langley South (S of 40)	\$150	\$110	\$110	\$130	\$100
Pacific Hwy	\$150	\$110	\$110	\$130	\$100
Fort Langley/Aldergrove	\$140	\$150	\$120	\$140	\$110
Abbotsford/Clearbrook	\$160	\$160	\$145	\$150	\$120
Mission	\$160	\$170	\$150	\$130	\$130
Chilliwack/Sardis	\$185	\$185	\$170	\$170	\$160

Schedule 2: Rates in Effect from August 1, 2006

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