

LETTER OF UNDERSTANDING

BY AND BETWEEN

CONCRETE PUMPING COMPANIES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

In an effort to assist the undersigned companies, under collective agreement to the above Union, in their effort to obtain more work, it is agreed that:

1. The Company shall be required to sign this agreement with the Union before they are able to apply the conditions set out herein.
2. This Letter of Understanding shall continue from the date of signing to April 30, 2005.
3. This Letter of Understanding shall not apply to any Company if it is found that the Company is involved in or supports double-breasting.
4. All conditions of the Standard Heavy Construction Agreement shall apply to the work done by the Company except as changed by this Letter of Understanding.
5. The standard work day shall commence between the hours of 6:00 a.m. and 12:00 noon. Any employee called out to work after 12:00 noon shall be paid from 12:00 noon regardless of when such employee started.
6. When an employee works more than four (4) hours he shall be paid actual hours worked.
7. The following holidays shall be paid at time and one-half (1½ x) when worked:

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	
8. All employees shall be paid for their lunch period every day at straight time and such lunch period shall be included as part of their regular shift.
9. All hours worked beyond eight (8) and up to eleven (11) Monday through Friday shall be paid at the rate of time and one-half (1½x). All hours thereafter shall be paid at double (2x) time.
10. Coveralls shall be supplied and cleaned by the Employer.
11. It is understood that all time spent travelling, driving, cleaning and fuelling the trucks and pumps is considered time worked and shall be paid as such.

12. When an employee is called out for work and **no work is performed**, he shall be paid a minimum of:
- a) On regular shifts, two (2) hours at straight time.
 - b) On Sundays and General Holidays, two (2) hours at the applicable overtime rates.
13. In order to provide service on Saturday, the parties have agreed to a Saturday make-up day.
- Employees will be paid straight time for the first eight (8) hours until they reach forty (40) hours worked for the week. If forty (40) hours worked has been reached prior to/or into the Saturday shift, any additional hours will be paid at the applicable overtime rates.
- The seniority list for the Saturday make-up day will commence at the most senior qualified employee who has less than forty (40) hours Monday to Friday.
14. **SENIORITY**
- a) All employees who have been employed by the Company more than thirty (30) days shall accrue seniority from their date of hire.
 - b) For Saturday make-up day and holiday purposes the Company shall maintain a seniority list for all employees covered by this collective agreement.
 - c) Seniority shall be the determining factor in layoffs, and recalls from layoffs, provided the employee with the greatest seniority has the ability to perform the work in question. Subject to terms of this Section, in the event of a layoff, the employee with the least seniority shall be laid off first.
 - d) In recognition of the unique nature of this industry, it is understood that employees properly assigned to a specific work assignment on a specific project for a specific client shall not be subject to bumping by an employee not assigned to the same project. This provision shall remain for the period of the employee's assignment only.
 - e) Seniority shall be retained in the event of layoff due to lack of work for a period equal to the employee's length of service to a maximum of eighteen (18) months. The most senior person on layoff shall be the first rehired, subject to the terms of this Article.
 - f) Seniority shall not be retained in the event of termination for cause (subject to grievance procedure), quitting, or employment by the Company outside the bargaining unit.
15. It is recognized that because of the nature of the employer's business, there may be occasions when a pump operator may be required to leave a pump at a location other than the employer's yard or may be required to report to work at a location other than the yard and move a pump back to the yard, or to another location. In these circumstances, such employee will require transportation to his vehicle. It is recognized that such transportation is to be supplied by the employer and time required is time worked.

SCHEDULE "A"

Wage Rates and Classifications

	<u>May 1/03</u>	<u>May 1/04</u>
Mechanics and Welders	\$28.12	\$28.62
Concrete Boom Pumps 42 metres in length and over	27.32	27.82
Concrete Boom Pumps under 42 metres in length	27.05	27.55
Concrete Line Pump	26.31	26.81

* Hourly wage rates include Metro travel.

* Operators training on concrete pumps shall be paid in accordance with the Concrete Pump Trainee Agreement.

Schedule of Total Employer/Employee Contributions

Contributions to the Operating Engineers' Benefits and Pension Plans will be paid at straight time for all hours worked.

*The Employer agrees to pay 100% of any future increased costs to the Operating Engineers' Benefits Plan contribution rate after the first year. If an increase of more than ten percent (10%) there will be discussions between the parties prior to that year.

	<u>May 01, 2003</u>	<u>May 01, 2004</u>
Benefits Plan	\$1.90*/hour ST	\$1.90*/hour ST
Pension Plan	3.25 ST	3.50 ST
Apprenticeship Plan	0.12	0.12
Supplementary Dues	0.52	0.52
Tool Allowance Fund	0.06	0.06
OE Advancement Fund	0.17	0.17

Signed this _____ day of _____, 2003.

REYNOLDS BROS. CONCRETE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115