

COLLECTIVE AGREEMENT

BETWEEN

ABC PRE-KAST LTD.

AND

TEAMSTERS LOCAL UNION No. 213

September 9th, 2002 - September 8th, 2003

DON McGILL

Secretary-Treasurer

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ABC PRE-KAST LTD.

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SPECIAL BUILDING SUPPLY AGREEMENT

THIS AGREEMENT EFFECTIVE THE 9th DAY OF SEPTEMBER, 2002.

BETWEEN: **ABC PRE-KAST LTD.**
1941 Trans Canada Highway
Nanaimo, B. C. V9X 1R4

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters

(hereinafter called the "UNION")

WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

NOW THEREFORE, the parties agree hereto as follows:

ARTICLE 1 - INTERPRETATION AND EXTENT

Interpretation:

- 1:01 The headings of each Article of this Agreement may be referred to but not included in the interpretation of the various sections thereunder. This Agreement shall be interpreted as a whole.
- 1:02 In the event that any word, phrase, sentence, Section, or Article of this Agreement is declared invalid by any Court of competent jurisdiction, only such word, phrase, sentence, Section, or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1:03 The Company and the Union agree to the establishment of a Committee which shall meet at least once every two (2) months until this Agreement is terminated to deal with any matter regarding the interpretation or application of this Agreement that may be raised by any of the parties signatory hereto.

ARTICLE 2 - UNION SECURITY

Coverage:

2:01 The Company recognizes the Union as the sole bargaining agent for the employees covered by the certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

Membership:

2:02 All employees covered by this Agreement must be members in good standing of the Union.

2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.

2:04 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

2:05 The Union will hold the Company harmless from any action taken against it due to compliance with the provisions of this Article.

Authorization of Deductions:

2:06 New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable either monthly or quarterly, in advance, and that the payment schedule is to be determined by the Union. Dues shall be deducted from the second pay of the month previous to the period for which they are applicable.

Picket Lines:

2:07 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a legal picket line.

Strike and Lockout:

2:08 There shall be no strikes or lockouts so long as this Agreement continues to operate.

Shop Stewards:

2:09 (a) There shall be two (2) Shop Stewards appointed, one to represent

plant employees and the other to represent drivers.

- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Union will advise the Company of the identity of all Shop Stewards.
- (d) It is agreed that a Shop Steward shall continue to perform his regular work in order to maintain the efficiency of the Company operations. However, in accordance with this understanding, should he be required to assist an employee in his jurisdiction in presenting a grievance, or have a grievance of his own to present during working hours, he will first obtain permission of his Supervisor and upon obtaining such permission will be allowed to be absent from his work station for a reasonable period of time. Such time spent during regular working hours will be without loss of pay. Upon returning to his regular duties the Shop Steward shall report to his Supervisor before commencing the same.
- (e) Shop Stewards will not be discriminated against.

Business Representatives of the Union:

2:10 An authorized Agent of the Union shall be allowed access to the Company's establishment to conduct Union business, provided that each Agent shall obtain prior permission from Management. Permission shall not be unreasonably withheld.

ARTICLE 3 - HIRING

3:01 When truck driver, forklift operator or equipment operator employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the Company may obtain qualified employees elsewhere. Employees hired elsewhere shall have thirty (30) days in which to become a member of the Union, or be replaced by a Union member when available. This clause does not apply to plant workers or plant workers who operate mobile equipment in conjunction with plant work.

Contract and Hired Trucking:

3:02 The Company agrees that cartage or plant work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work

and members of the bargaining unit normally performing this work would be laid off or not returned to the active payroll as a result.

ARTICLE 4 - NEW CLASSIFICATIONS

Rates and Effective Dates:

4:01 The Company shall notify the Union when any new classification or job coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing classification or job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of new classification or job. If the Company has bargained in good faith there will be no grievance under this Article.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

Discharge:

5:01 The Company has the right to discharge any employee for just cause. The Company will send to the Union a copy of the letter which advises the employee of his/her termination of employment.

ARTICLE 6 - MANAGEMENT RIGHTS

Management:

6:01 The management and operation of and the direction and promotion of its working forces is the exclusive responsibility of the Company provided however, that nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this Agreement.

ARTICLE 7 - WAGES AND WAGE STATEMENT

Wages:

7:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or

rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

- 7:03 Vacation pay shall be paid on a separate cheque.
- 7:04 When an employee is discharged for cause, he will receive his pay and any other monies he is entitled to on the same day he is discharged. When an employee terminates his services, he will receive his pay and any other monies he is entitled to within six (6) days of his termination.
- 7:05 Employees shall be paid every second (2nd) Thursday during working hours.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

- 8:01 The normal work week for full-time plant employees will be forty (40) hours. The normal work week for full-time employees in other classifications will be forty (40) hours if the Company determines that there is sufficient work available in the classification. If the Company determines that there is not sufficient work in a classification it will reduce hours in order of seniority while maintaining a sufficient number of employees in the classification to properly respond to work requirements as determined by the Company. The Company will schedule at least two (2) consecutive days off for each employee.
- 8:02 Any employee called out to work shall be paid not less than four (4) hours wages. If the employee works over four (4) hours he will be paid for six (6) hours work and if he works over six (6) hours he will be paid for eight (8) hours work.
- 8:03 Employees may request permission to refuse to work overtime, providing such request is made during the first half of the employee's shift. Confirmation of such request will be given in the first half of his shift and such permission shall not be withheld provided the Company's operations are not adversely affected by a shortage of personnel.

Break Between Shifts:

- 8:04 Eight (8) hours shall be the minimum break between an employee's finishing time and his following starting time, otherwise overtime rates shall prevail for the entire shift.

8:05 Overtime will be governed by the Employment Standards Act. For greater clarity:

- (1) The Company will pay an employee who works over eight (8) hours a day:
 - (a) one and one-half times the employee's regular wage for the time over eight (8) hours, and
 - (b) double the employee's regular wage for any time over eleven (11) hours.
- (2) The Company will pay an employee who works over forty (40) hours a week:
 - (a) one and one-half times the employee's regular wage for the time over forty (40) hours, and
 - (b) double the employee's regular wage for any time over forty-eight (48) hours.
- (3) For the purpose of calculating weekly overtime under (2), only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- (4) If a week contains a Statutory Holiday that is given to an employee:
 - (a) the references to hours in (2) (a) and (b) are reduced by eight (8) hours for each Statutory Holiday in the week, and
 - (b) the hours the employee works on the Statutory Holiday are not counted when calculating the employee's overtime for that week.

ARTICLE 9 - SENIORITY

Probationary Period:

9:01 New employees shall be probationary for the first thirty (30) working days of employment and shall have no seniority rights during the period. After thirty (30) working days of employment, a probationary employee's seniority shall be dated from his date of hire.

It is understood and agreed that the purpose of hiring workers on a

probationary basis shall be to allow the Company a reasonable opportunity to determine whether the employee is a suitable candidate for continuing employment as a regular employee. Accordingly a probationary employee may be discharged or terminated for cause at any time during his probationary period. This is a lesser standard as provided for in Section 84 of the Labour Relations Code of British Columbia.

Seniority List and Classification:

9:02 The Company shall keep posted on a suitable notice board on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed not later than March 1st and September 2nd and shall show the employees' classifications.

Layoff and Re-hire:

9:03 The Company when laying employees off shall lay them off in reverse order of seniority within their classification group.

(a) Any employee subject to a layoff through a reduction of the work force shall have the right to exercise his seniority to continue to work in a position held by a less senior employee within the same job classification. When filling a position through this procedure, the employee must be reasonably competent to perform the duties of the position into which he bumps. Any employee obtaining a classification as outlined above must return to his regular classification when required.

(b) It shall be the responsibility of the Company to notify a laid off employee where a junior employee is working in the same classification. When a laid off employee has been properly notified, he then has no right to claim wages for time periods that he did not choose to work in at that specific job.

9:04 When vacancies occur, the Company shall re-hire laid off employees according to their seniority within their classification group beginning with the most senior employee within their classification group and proceeding in turn thereafter. Employees re-hired after lengthy layoffs (2 weeks or more) shall be given reasonable time, up to five (5) working days to report for work, if required.

Job Posting:

9:05 The Company shall post and keep posted, for not less than seventy-two (72)

hours, or three (3) consecutive working days, on a suitable notice board at each place of business maintained by the Company, notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and in matters related to job postings, seniority shall govern where skill, knowledge and ability are relatively equal.

9:06 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

9:07 The successful applicant shall be on probation in his new job for thirty (30) working and/or training days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings.

New Employee Seniority Re-Qualify:

9:08 Any new employee, who in the twelve (12) month period from his first day of employment with the Company is not employed for a greater period than six (6) months, shall not be credited with seniority for the period worked and, if re-hired, shall be considered as a new employee.

Loss of Seniority:

9:09 Seniority shall be lost when:

- (a) An employee resigns;
- (b) An employee is discharged for just cause;
- (c) An employee is laid off for a period of one (1) year or longer;
- (d) An employee exceeds an authorized leave of absence;
- (e) It shall be the employee's responsibility to keep the Company informed of his current address and available telephone number during the period of the layoff.

9:10 Should a properly notified employee, however, not report for work then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

9:11 All employees who are laid off or terminated for lack of work shall retain their seniority for a period of twelve (12) months from day of layoff or termination.

ARTICLE 10 - STATUTORY HOLIDAY

10:01 After thirty (30) calendar days of employment, the Company must either:

- (a) give an employee a day off with pay on each Statutory Holiday, or
- (b) comply with Article 10:03.

10:02 An employee who is given a day off on a Statutory Holiday or instead of a Statutory Holiday must be paid the following amount for the day off:

- (a) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the Statutory Holiday, the same amount as if the employee had worked regular hours on the day off;
- (b) in any other case, an amount calculated in accordance with this Article.

10:03 (1) An employee who works on a Statutory Holiday must be paid for that day:

- (a) 1½ times the employee's regular wage for the time worked up to eleven (11) hours, and
- (b) double the employee's regular wage for any time worked over eleven (11) hours.

(2) In addition, the Company must give the employee a working day off with pay according to Article 10:02.

(3) The employee may choose to have the pay for the day off credited to the employee's time bank, if one has been established.

(4) The Company must schedule the day off with pay:

- (a) before the employee's annual vacation,
- (b) before the date the employment terminates, or
- (c) if the pay for the day off is credited to the employee's time

bank, within six (6) months after the date of the Statutory Holiday, whichever is earliest.

10:04 If a Statutory Holiday falls on a non-working day for an employee, Article 10:03(2) to (4) applies.

10:05 (1) The Company may substitute another day off for a Statutory Holiday if:

(a) the substitution is agreed to in this Collective Agreement, or

(b) the Company and a majority of the affected employees at a workplace agree to the substitution.

(2) Any employees affected by the substitution of another day for a Statutory Holiday have the same rights under this Article and the Company has the same duties under this Article as if the other day were a Statutory Holiday.

(3) The Company must retain for seven (7) years records of agreements made under subsection (1)(b).

10:06 Notwithstanding anything in this Article, if a Statutory Holiday falls on Saturday or Sunday, the following Monday shall be observed as a holiday. If two consecutive Statutory Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as holidays.

10:07 The recognized Statutory Holidays will be as follows:

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

10:08 For the purposes of Article 9:02(b), Statutory Holiday pay is calculated as follows:

(a) for an employee who does not have a regular schedule of hours and who has worked at least fifteen (15) of the last thirty (30) days before

a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;

- (b) for an employee who has worked less than fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

ARTICLE 11 - ANNUAL VACATION

- 11:01 (1) The Company must give an employee an annual vacation of:
 - (a) at least 2 weeks, after 1 year of employment,
 - (b) at least 3 weeks, after 4 consecutive years of employment, or
 - (c) at least 4 weeks, after 10 consecutive years of employment.

- (2) The Company must ensure an employee takes an annual vacation within twelve (12) months after completing the year of employment entitling the employee to the vacation.

- (3) The Company must allow an employee who is entitled to an annual vacation to take it in periods of one or more weeks.

- (4) An annual vacation is exclusive of Statutory Holidays that an employee is entitled to.

- 11:02 (1) The Company must pay an employee the following amount of vacation pay:
 - (a) after five (5) calendar days of employment, at least four percent (4%) of the employee's total wages during the year of employment entitling the employee to the vacation pay;
 - (b) after four (4) consecutive years of employment, at least six percent (6%) of the employee's total wages during the year of employment entitling the employee to the vacation pay;
 - (c) after ten (10) consecutive years of employment, at least eight percent (8%) of the employee's total wages during the year of employment entitling the employee to vacation pay.

- (2) Vacation pay must be paid to an employee:

- (a) at least seven (7) days before the beginning of the employee's annual vacation, or
 - (b) on the employee's scheduled pay days, if agreed to by the Company and the Union in this Collective Agreement.

- 11:03 (1) The Company must not reduce an employee's annual vacation or vacation pay because the employee:
 - (a) was paid a bonus or sick pay, or
 - (b) was previously given a longer annual vacation than the minimum required under Article 11:01.

- (2) Despite subsection (1)(b), the Company may reduce an employee's annual vacation or vacation pay because at the written request of the employee the Company allowed the employee to take an annual vacation in advance.

- 11:04 The Company may use a common date for calculating the annual vacation entitlement of all employees under Articles 11:01 and 11:02, so long as this does not result in a reduction of any employee's rights under those sections.

Choosing Vacations:

- 11:05 The Company shall post a vacation calendar for the benefit of the employees. The vacation calendar to be completed by **March 31st** of each year.

- 11:06 Employees shall choose their time off for their annual vacations by seniority. The Company will determine the number of employees permitted to be off in a classification at any one time.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

Meal and Work Breaks:

- 12:01 The Company shall not require any employee covered by this Agreement to work less than four (4) or more than five (5) consecutive hours at any time without a one-half (½) hour off work.

- 12:02 If the Company requires an employee to work through the one-half hour break referred to in subsection 11:01, the employee shall be paid the

applicable hourly rate for the time worked during the lunch break.

- 12:03 Each employee shall be allowed to take a rest break after two (2) hours or as close to midway in the first half of the shift. A second rest break shall be allowed after two (2) hours into the second half of a shift of six (6) hours or more. Time allowed for a rest break shall be fifteen (15) minutes and shall be taken on Company time.

Leave of Absence:

- 12:04 Leaves of absence may be granted at the discretion of the Company. All applications for leaves of absence must be made in writing. All applications will be replied to in writing and a copy of such will be remitted to the Union. Employees' seniority protection shall be in accordance with the Collective Agreement.

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will not longer be considered as an employee of the Company.

Medical Examinations:

- 12:05 The Company shall pay employees who are requested by the Company to take a medical examination. The examination shall be during working hours.
- 12:06 If the Company is contractually required by a main contractor to pay employees a higher rate than set out in this Agreement, the Company will do so.
- 12:07 Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rate of the higher classification for the time period when they are working in that classification.

Licences and Bonding:

- 12:08 Should the Company or any Government agency require licences for the job he is doing, such as air ticket, or require an employee to be bonded, the Company may allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examinations (including medical), licences or bonds they require.

This provision shall also apply to employees absent for any reason who are

still on the seniority list.

Industrial Health and Safety Meetings:

12:09 The Company shall establish or continue an Industrial Health and Safety Committee of which management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations. Meetings to be held on Company time.

Safety Equipment:

12:10 Whenever the Company or the Workers' Compensation Act regulations require equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

12:11 The Company, when requiring first aid attendants who work at other duties in addition to their regular rate, shall pay such employees a premium of forty-five cents (45¢). The Company has the right to designate the first aid attendants.

On Job Injury:

12:12 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident, providing the personal accident has been reported to the Supervisor or qualified First Aid man. Immediately following first aid and as soon as practical after medical treatment, the employee will advise his Supervisor as to his status. The First Aid man will submit the name of any employee he treats during or before the completion of this shift.

Jury Duty and Crown Witness:

12:13 The Company shall continue to pay up to a maximum of two (2) days pay, and excuse from duty, any employee whose absence on any scheduled work day is due to serving on Jury Duty or who has been subpoenaed as a witness for the Crown in any Court of Law. However, all sums received by way of payment for these shall be payable to the Company to the end that no employee shall receive both his regular applicable rate and pay for Jury Duty, or similarly for appearing as a Crown Witness. It is agreed that employees must make themselves available for work when not required to be in attendance as Crown Witnesses or Jurors.

Bereavement Leave:

12:14 In the event of a death in his immediate family and upon the request of a regular employee, two (2) straight-time eight (8) hour days off work will be paid for by the Company. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandfather, and grandmother. In addition, if the employee is notified of the death while he is working, he will be excused from, and paid for the balance of that working shift, and such time shall not be charged against the two (2) days of leave. Granting of bereavement leave for relatives or dependants other than those described above shall be at the discretion of the Company and shall not be unreasonably withheld.

Coveralls and Gloves:

12:15 (a) Upon request, the Company shall supply to employees, on an exchange basis, coveralls and suitable gloves. Production/Plant employees shall be supplied a minimum of three (3) pair of coveralls per week. Such clothing shall be of proper fit for each employee. The wearing of coveralls to be subject to the comfort of the employee.

At the discretion of the Company, employees on dirty jobs may be issued more than the normal issue of coveralls.

(b) All full-time employees shall receive two hundred and forty dollars (\$240.00) per year for the purchase of work boots provided they show a receipt.

Part-time/temporary employees after their probationary period will receive a boot allowance on a pro-rated scale equal to \$20.00 per month.

Boot allowance shall be paid on or before June 1st in each year.

Washrooms and Lunchrooms:

12:16 The Company agrees to maintain in their present locations adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided two adequate lunchrooms, which shall be kept clean and tidy.

These facilities shall be large enough to accommodate the work force.

Time Cards:

12:17 Employees shall be notified prior to pay-day or sooner, if possible, of changes to their time cards. The exact change shall also be explained.

Tools:

12:18 The Company shall replace with the same quality any tool that is broken, worn, stolen, or destroyed in the performance of an employee's duties.

12:19 Any employee on the seniority list at the date of signing this Agreement, who is required by the Company to acquire metric tools, shall be reimbursed by the Company in the amount in excess of the Government Allowance.

ARTICLE 13 - TRANSPORTATION AND BOARD

Travelling:

13:01 In the event that any employee is required to work at a place of work which is in excess of thirty-five (35) miles from his normal place of work and if the employee stays overnight at the place of work which is not his normal place of work, the Company shall pay all his travelling expenses, including meals, to and from such place of work.

ARTICLE 14 - GRIEVANCE PROCEDURE

Qualifying Period:

- 14:01
- (a) If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) days.
 - (b) The employee(s) involved shall first, either alone or accompanied by such person as the grievor shall choose, discuss the matter with the Supervisor. This shall in no way be construed or intended to prevent a Representative of the Union from taking up with the Company a grievance on behalf of any employee(s) at this stage.
 - (c) If the matter is not satisfactorily resolved under (b) above, then the

particulars of the grievance shall be set out in writing and submitted to the Company. The grievor accompanied by the Shop Steward shall discuss the matter with the Manager. If the matter is not satisfactorily resolved at this stage, then the matter shall be referred in writing to the Union Representative.

Time to Resolve Dispute:

14:02 In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after the difference was submitted to them, or within such longer time as the Parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

Arbitration:

14:03 The Party desiring Arbitration shall appoint a Member for the Board and shall notify the other Party in writing of its appointment, and particulars of the matter in dispute.

14:04 The Party receiving the notice shall within five (5) days thereafter, appoint a Member for the Board and notify the other Party of its appointment.

14:05 The two Arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour to appoint such third member.

Suspension or Discharge:

14:06 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.

14:07 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its' award as expeditiously as possible.

14:08 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.

14:09 The award of the Arbitration Board shall be binding upon both parties.

Cost of Chairman:

14:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Powers of the Board:

14:11 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration board.

ARTICLE 15 - HEALTH AND WELFARE PLAN

Teamsters' Health and Welfare Plan:

15:01 Employees who have completed ninety (90) working days shall have the Employer pay the premium cost to the Teamsters' (Local 213) Health and Welfare Plan as set out below.

15:02 The Company shall make contributions to the Plan at the monthly rate of \$250.00 per employee which the Union will direct to M.S.P., Extended Health, Life Insurance and Dental coverage.

15:03 The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Employer by the Union, which shall provide full instructions.

15:04 **Sick Days**

Each full-time employee will accrue one-half (½) day per month sick leave to a maximum of six (6) days each year.

The parties have agreed that the first four (4) hours on the first day of sickness will not be paid to the employee. The remaining five (5) sick days will see no loss of pay.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16:01 If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies:

(a) the Company shall give notice to the Union that is party to the

collective agreement at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and

- (b) after notice has been given, the Company and Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resources planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

16:02 If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Company and the trade Union.

16:03 Subsections 16:01 and 16:02 do not apply to the termination of the employment of employees referred to in section 65 of the Employment Standards Act.

ARTICLE 17 - SAVINGS CLAUSE

17:01 If any Article or Section of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

17:02 In the event any Article or Section hereof may be affected because of Legislation, Regulations or Orders in Council, then and in that event the parties hereto agree to discuss a replacement of such Article or Section. This part shall not be subject to the Grievance Procedure.

ARTICLE 18 - TERM OF AGREEMENT

Term:

18:01 This Agreement shall be in effect from and including September 9th, 2002 to

and including September 8th, 2003, and shall continue in effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

18:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

RATES PER HOUR

RETROACTIVE & EFFECTIVE DATES

CLASSIFICATIONS	EFFECTIVE
	Sept.9/02
Plant	
Start	\$ 14.00
After 30 working days	14.50
After 60 working days	15.00
After 90 working days	17.38
 Driver/Swamper/Labourer	
Flat Deck & Trailer	18.38
Flat Deck, trailer & hiab	

	21
Start Rate	18.88
After 1 year service	20.08
Welder/Fabricator	21.76
Mechanic	22.38
Swamper/Labourer	16.88
Sales/Customer Service	

Any employee earning more than assigned wage rate retains existing rate and any new negotiated increases.

In respect of each of the 1998 and 1999 taxation years, up to \$1,000 matching Company contribution for RRSP after one year of employment.

Lead Hand rate of pay will be \$1.00 per hour over and above the highest rate supervised.

Job functions of the Lead Hand are to direct and supervise the work force. He/she is not required to hire, fire, suspend or discipline.

LETTER OF UNDERSTANDING

BETWEEN: **ABC PRE-KAST LTD.,**
1941 Trans Canada Highway
Nanaimo, B. C. V9X 1R4

(hereinafter called the "COMPANY")

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters;

(hereinafter called the "UNION")

1. Chris Penny is excluded from the bargaining unit.
2. It will not be a violation of this collective agreement for Chris Penny to perform work previously performed by him.

DATED AT , B.C. THIS DAY OF , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
