

**COLLECTIVE AGREEMENT**

**BETWEEN**

**AMSTUTZ CONTRACTING LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**August 1<sup>st</sup>, 2001 - July 31<sup>st</sup>, 2003**

**DON McGILL  
Secretary-Treasurer**



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## **MATERIAL SUPPLY AND DELIVERY AGREEMENT**

THIS AGREEMENT EFFECTIVE THIS 1<sup>st</sup> DAY OF AUGUST, 2001.

**BETWEEN:**           **AMSTUTZ CONTRACTING LTD.,**  
13120 256<sup>th</sup> Street  
Maple Ridge, B.C. V4R 1C9

(hereinafter called the "Company")

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

(hereinafter called the "Union")

### **DURATION:**

This Agreement shall be in full force and effect from and including August 1<sup>st</sup>, 2001 to and including July 31<sup>st</sup>, 2003, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the last day of July, 2003, or immediately preceding the last day in July in any year thereafter, 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 Company 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.

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 hereto agree as follows:

### **ARTICLE 1 - INTERPRETATION**

1:01           The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder, and 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 This Agreement shall apply to all employees of the Company engaged in the classifications listed in the attached Appendix. All work performed outside of the Lower Mainland and Fraser Valley (described as Hope on the East, Vancouver on the West, the U.S. Border on the South, to Whistler on the North, inclusive) shall be paid at the basic hourly rates contained in the Material Supply and Delivery Agreement for that area.

### **Sub-contractors**

1:04 (a) The terms of this Agreement shall apply to all Sub-Contractors or sub-contracts let by the Employer. The Employer shall engaged only those Sub-Contractors having an Agreement with the Teamsters Local Union 213, prior to commencing work. The Employer signatory to this Agreement shall be responsible for enforcing the wages and conditions of the Agreement on the Sub-Contractor.

(b) In the event a sub-contractor fails to adhere to the wage, hours and fund contributions or deductions provisions as herein contained, the Company shall, upon written notice from the Union of such payroll failure, be required to make up the difference between what was paid and any actual shortfall. Liability for such payments shall be limited to the sum equal to the amount currently outstanding and owed to the sub-contractor by the Company.

### **Exclusions:**

1:05 Exclusions from the scope of coverage of this Agreement shall be:

All work on or pertaining to any industrial construction, larger commercial construction, road building, paving, or pipeline construction, except the supply and delivery of sand and gravel, and the backhaul of surplus material out of such sites. All other types of work on the above mentioned construction projects shall require special dispensation from the Union with respect to appropriate rates of pay and hours of work conditions, such not to be greater than the appropriate prevailing rates and hours of work conditions found in the Teamsters Local Union No. 213 collective agreements governing the projects themselves.

## **ARTICLE 2 - UNION SECURITY**

**Definition of Employee:**

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. The Union's jurisdiction shall be deemed to include any and all trucking done directly by the Company or through the Company by way of sub-contracting. Except as otherwise provided in this Agreement, only employees of the Company may perform work within the Union's jurisdiction, except in cases of emergency and only until an employee can be placed on the job.

**Membership:**

2:02 All employees in the bargaining unit who on August 1<sup>st</sup>, 1999 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership.

2:03 All employees hired after August 1<sup>st</sup>, 1999 shall, as a condition of continued employment, become members of the Union within the first thirty (30) days worked after being employed and maintain such membership thereafter.

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.

**Union Fees, Assessments and Dues Deductions:**

2:05 Each member of the bargaining unit shall sign a card authorizing the Company to deduct from his pay monthly such fees, assessments and dues as are required by the Union from time to time. The Union agrees that no deductions are necessary to be made by the Company unless or until the Company has been notified in writing of the amounts of such fees, assessments and/or dues to be deducted.

2:06 The Company agrees to deduct from each member of the bargaining unit such authorized fees, assessments or dues from the second pay of the month prior to the period for which such deductions are applicable. Deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made.

**Picket Lines:**

2:07 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action by either Party if an employee crosses or refuses to cross a picket line as defined in the **Labour Relations Code of B.C.** which has not

been declared illegal. Employees who do not cross a picket line shall immediately approach the picket captain and request permission to cross. Where permission is not granted, the employee shall forthwith contact the Company and the Union for further instructions on the matter.

**Strike and Lockout:**

2:08 During the term of this Agreement, there shall be no lockout by the Company, nor strike by the Union or any of its members in accordance with the appropriate provisions of the **Labour Relations Code of B.C.**

**Shop Stewards:**

2:09 The Company recognizes the right of the Union to utilize the services of employees as Shop Stewards. The Union shall notify the Company, in writing, of the name or names of such Shop Stewards authorized to act on the Union's behalf. Shop Stewards shall not be discriminated against for the performance of legal activities or responsibilities on behalf of the Union.

2:10 The employee shall be informed, prior to the scheduled meeting time, of his right to have a Union Officer present at any meeting where the Company intends to issue discipline to that employee at the written reprimand, suspension or termination level.

2:11 In the carrying out of regular duties, Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notices to be given to an available Manager, Superintendent or Foreman, prior to visiting the Company's premises.

**ARTICLE 3 - HIRING**

3:01 When 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 fourteen (14) days in which to become a member of the Union.

3:02 Company trailers can be leased out if all Company equipment capable of pulling those trailers are being operated by Company employees.

3:03 There shall be no contracting out of work without the consent of Teamsters Local Union No. 213. Any application by the Company for consent to contract out shall be in writing and shall include an accurate description of the contracting out, including the job, duration, scope, and the impact upon the bargaining unit, if any.

3:04 Subject to Articles 2:01 and 3:03, Dependent Contractors/Owner Operators shall only be hired and paid in accordance with all of the provisions of Schedule "B" which shall be contained herein and forming part of this collective agreement.

#### **ARTICLE 4 - NEW CLASSIFICATIONS**

4:01 The Company shall notify the Union within thirty (30) days when any new classification or job coming under the jurisdiction of this Agreement is added. The Union and the Company shall negotiate on the rate to be established for such new classification or job, and that rate, once established, shall be retroactive to the introduction date of the new classification or job. Every effort will be made to negotiate the new rate within thirty (30) days after notification of the new classification or job being received.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

##### **Management:**

5:01 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 6 - DISCIPLINE**

##### **Discipline or Discharge:**

6:01 The Company shall not discipline or discharge an employee who has completed his probationary period without just cause. Employees shall be notified in writing the reasons for discharge, with a copy to the Union.

#### **ARTICLE 7 - WAGES AND WAGE STATEMENT**

##### **Wages:**

7:01 The Company shall pay wages to every employee covered by this Agreement at the appropriate hourly rates contained in Appendix "A". 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 and year-to-date summaries thereof.

7:03 Vacation pay shall be paid on a separate cheque.

7:04 If an employee is discharged by the Company, the Company shall have all monies owed to him available for pick up at the Company's offices within three (3) working days following the employee's last day of work or as mutually agreed otherwise.

Where the employee resigns on his own accord, he shall be paid on the next scheduled pay day.

7:05 Employees shall be paid every second Thursday during working hours.

7:06 The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

## **ARTICLE 8 - HOURS OF WORK**

8:01 Except as otherwise mutually agreed upon, the work week for all employees covered by this Agreement shall consist of any five (5) eight (8) hour days, commencing Monday and ending Saturday.

Daily maximum hours	-	Monday through Saturday eight (8) hours
Weekly maximum hours	-	Monday through Saturday forty (40) hours

8:02 All hours worked in excess of the daily or weekly maximums shall be paid as follows:

- Over eight (8) hours per day	-	one and one-half (1½) times regular hourly rate of pay;
- Over forty (40) hours per week	-	one and one-half (1½) times regular hourly rate of pay.

Statutory Holidays (8 hours) are to be included in the work week for the purposes of calculating overtime.

### **Overtime:**

- 8:03 All hours worked on the seventh (7<sup>th</sup>) day shall be at double time (2X) the regular hourly rate for the job.
- 8:04 Where it is essential to establish two (2) shifts outside the hours of work as contained in Article 8:01, a fifty cent (50¢) per hour shift differential shall be paid.
- 8:05 An employee who reports on a day that he is scheduled to work and after reporting is told that there is no work available shall be paid a minimum of two (2) hours for so reporting, or a minimum of four (4) hours when he performs work, or the actual hours worked, whichever is the greater.
- 8:06 Drivers shall be notified prior to the start of their shift if they are not required for duty, and then shall not report until recalled.
- 8:07 Statutory holidays are to be included in the weekly hours of work for the purposes of calculating overtime hours.

#### **ARTICLE 9 - SENIORITY**

- 9:01 All new employees shall have a probationary period of thirty (30) days worked over a maximum of one hundred and twenty (120) days. In any event, the Company must make a determination and notify the employee thereof within the one hundred and twenty (120) calendar days contained above as to whether or not he has successfully completed his probationary period. Seniority shall be granted retroactive to the beginning of the probationary period, upon successful completion thereof.
- 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 who have successfully completed his probationary period. This list shall show the date when each employee listed thereon commenced his employment with the Company and the classification to which he is normally assigned. The Company shall forward a copy of each list to the Union as it is posted. Such list shall be renewed at least every six (6) months.

#### **Layoff and Re-hire:**

- 9:03 The Company, when laying employees off, shall lay them off in reverse order of seniority.
- 9:04 An employee who receives layoff notice may bump into a lower level job held by a less senior employee, provided he has the necessary qualifications and ability to satisfactorily perform the duties of the position to which he intends to bump. Bumping rights must be exercised within fourteen (14) working days following notice of layoff being received.

- (a) The probationary period contained in Article 9:11 shall apply to all employees who exercise bumping rights except that rather than being returned to his former position in the event that he does not prove satisfactory in the new position, he shall accept layoff. Employees shall automatically be reinstated to their former classification when a vacancy occurs therein.
- (b) The twelve (12) month recall rights shall not be lengthened in those instances where an employee has been laid off under this Article and is subsequently offered short term work and upon completion of such, is laid off again.

9:05 When vacancies occur, the Company shall re-hire laid off employees according to their seniority with the Company, beginning with the most senior employee and proceeding in turn thereafter.

**Loss of Seniority:**

9:06 All employees who are laid off or terminated for lack of work shall retain their seniority and recall rights for a period of twelve (12) months from the date of lay-off or termination.

9:07 Should an employee who has been properly notified to return to work from layoff not report to work when scheduled, his name shall be removed from the seniority list and be deemed to no longer be employed. Those employees affected by layoff shall keep the Company advised of their current address and available telephone number.

9:08 Any employee who has been off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

9:09 The Company shall post notices of all permanent vacancies for positions covered by this Agreement for not less than seventy-two (72) hours in a conspicuous place at each location where the Company carries on its business. All employees covered by this Collective Agreement may apply for such vacant positions.

9:10 Promotions and transfers within the bargaining unit shall be on the basis of occupational qualifications and seniority. "Occupational qualifications" shall be deemed to include all job related criteria the specific job requires, as set by the Company. In the event that there are two (2) or more applicants for a posted position who meet the occupational qualifications as set by the Company, the position shall be awarded to the applicant with the greater seniority.

9:11 The successful applicant shall be on probation in his new job for thirty (30) days worked, during which time he will be given appropriate direction and assistance in order to better enable him to reach satisfactory levels of performance. Employees may be returned to their former jobs if they do not satisfy the requirements of the job or if they apply to the company to be returned, any time during such probationary period.

## **ARTICLE 10 - STATUTORY HOLIDAY**

### **Entitlement:**

10:01 Every employee covered by this Agreement who qualifies under Article 10:02 below and who has completed his probationary period shall receive a day's pay for New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other Holiday proclaimed by the Province of British Columbia or the Government of Canada.

Any employee required to work on any of the above Holidays shall receive double time (2X) in addition to the day's pay.

### **Qualify:**

10:02 Employees shall qualify for a paid Holiday as above if he works his last scheduled work day prior to such Holiday and his first scheduled worked day after such Holiday, provided such scheduled work days are within fifteen (15) days prior to or following such Holiday, unless express permission to be absent has been obtained from the Company. Employees will not qualify for a paid Holiday if they are being compensated by the W.C.B. or W.I. on the date of the Holiday.

10:03 If a paid Holiday falls on Saturday or Sunday, the following Monday shall be observed as the Holiday. If two (2) consecutive Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the Holidays.

## **ARTICLE 11 - ANNUAL VACATIONS**

### **Two Weeks:**

11:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks' vacation with pay equal to four percent

(4%) of annual gross earnings.

**Three Weeks:**

11:02 Each employee who has completed three (3) years continuous service and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to a total of three (3) weeks' vacation with pay equal to six percent (6%) of annual gross earnings.

**Four Weeks:**

11:03 Each employee who has completed eight (8) years continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) month period shall be entitled to four (4) weeks' vacation with pay equal to eight percent (8%) of annual gross earnings.

**Summary:**

11:04 **Vacation Allowance**

<b>Years of Service</b>	<b>Length of Vacations (Weeks)</b>	<b>Payment</b>
1 year to 3 years less a day	2	4% of annual gross earnings
3 years to 8 years less a day	3	6% of annual gross earnings
8 years and over	4	8% of annual gross earnings

**Vacation Requirements and Rights:**

11:05 The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4), five week, or six week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to re-qualify by working the minimum one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

- 11:06 On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per above schedule.
- 11:07 Employees shall be entitled to take their vacation in one (1) continuous period. Vacations shall be taken within the calendar year for which they are applicable, and up to the end of February of the following year (i.e. fourteen (14) months).
- 11:08 Should the Company request the employees who are on vacation to return to work during their vacation period, the Company shall pay said employees wages equivalent to those paid for working Statutory Holidays.

**Choosing Vacations:**

- 11:09 The Company shall post a vacation calendar for the benefit of the employees.
- 11:10 Employees shall choose their time off for their annual vacations by seniority.

**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 more than five (5) consecutive hours without a one-half (½) hour unpaid meal break off work.

**Coffee Break:**

- 12:02 A coffee break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the second half of the shift as possible. Time allowed for coffee breaks shall be ten (10) minutes each.

**Industrial Health and Safety:**

- 12:03 The Parties shall adhere fully to the applicable provisions of the **British Columbia Workers' Compensation Act** and its Regulations. Should the Company be required to establish and/or maintain a Safety Committee, such Committee shall be made up of not more than two (2) representatives of the company and two (2) representatives of the Union. A Safety Committee shall meet as required and in accordance with the governing W.C.B. Regulations.

**Safety Equipment:**

12:04 Whenever the Company or the Workers' Compensation Act or its 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.

**Coveralls and Gloves:**

12:05 Upon request, the Company shall supply appropriate coveralls and gloves to employees on an exchange basis. Such coveralls shall be cleaned and maintained by the Company except that, wherever reasonably possible, such articles shall be manufactured, supplied and maintained by Unionized labour.

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

**Vehicle Safety:**

12:06 Drivers shall not be required to operate any vehicle which, in the driver's opinion, is unsafe to operate. It shall be the driver's responsibility to notify the Company in writing of any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until it has been properly repaired.

**First-Aid:**

12:07 All employees who are assigned by the Company to act as First Aid Attendants shall, in addition to their regular hourly rate, be compensated in accordance with the level of first aid certificate they are required to possess as follows:

Class "C" Ticket - Fifty-five cents (55¢) per hour worked  
Class "B" Ticket - Seventy cents (70¢) per hour worked  
Class "A" Ticket - Eighty-five (85¢) per hour worked.

**On Job Injury:**

12:08 An employee who is injured on the job during working hours and is required to leave work in order to obtain medical treatment or is sent home by the Company in order to recuperate from such injury shall be granted leave without loss of pay for that portion of the work day so required.

Should an employee be required to attend a physician or other health professional from time to time in order to receive prescribed treatment (e.g. physiotherapy, etc.) for injuries sustained in an on-the-job accident, such time off shall be granted without loss of pay. It is agreed by the Parties that employees shall attempt to schedule such appointments outside of regular working hours wherever possible.

- 12:09
- (a) The Company shall indemnify and save and hold harmless any employee who is a member of the Union in its employ from and against any and all claims, damages, actions, suits, proceedings, or judgements related to or lodged as a result of actions taken by him in the performance of and falling within the scope of his job, providing such claims, actions, suits, proceedings, or judgements are not attributable to gross negligence nor the use of illegal drugs or alcohol. Further, the Company agrees to maintain adequate liability insurance on all vehicles owned or operated by the Company which it requests any employee to operate or to travel in as a passenger.
  - (b) The above indemnification provision shall relate only to Company liability questions.

**Time Off Re Accidents:**

- 12:10
- Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

**Medical Examinations:**

- 12:11
- Where the Company requires an employee to take a physical examination, the employee shall make arrangements to take such during regular working hours and time so spent shall be without loss of pay.

The Company may assign an employee who has been off work as a result of sickness or injury, and who is certified by a medical Doctor to be able to perform light duties, to perform such light duties where available and the employee is fully competent and qualified to perform them.

**Jury Duty and Crown Witness:**

- 12:12
- The Company shall continue to pay, and excuse from duty, any employee



who has completed his probationary period 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 duties 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:**

12:13 In the event of a death in his immediate family, a regular employee not on leave of absence for any other reason shall be entitled to bereavement leave without loss of pay from the date of death to and including the day of the funeral. Such leave shall not exceed three (3) consecutive work days.

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. Granting of leave with or without pay for relatives or dependents other than those described above shall be at the discretion of the Company and shall not be unreasonably denied.

An employee who is notified of the death of an immediate family member while at work and who cannot complete the end of his shift shall not suffer a loss of pay as a result. Leave under these circumstances shall not be deemed as a part of Bereavement Leave.

**General Leave of Absence:**

12:14 Leaves of absence may be granted at the discretion of the Company. All applications or other correspondence regarding leaves of absence shall be made in writing. Employees shall not accrue seniority during leaves longer than thirty (30) days.

Any employee on leave of absence who engages in gainful employment without prior written permission from the Company shall forfeit his seniority, his name will be struck from the seniority list and he will no longer be considered an employee of the Company.

**Licences and Bonding:**

12:15 Should the Company or other concerned agency require an employee to maintain licences, such as air tickets, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee for the purpose of performing driving and other pertinent tests. The

Company shall be required to pay for any examinations (including medical), renewed licences or bonds as are required. This provision shall also apply to employees on leave of absence or on lay off and who are still on the seniority list.

**Working on Construction:**

- 12:16 In the event that the Company should require any employee covered by this Agreement to engage in work on new construction, in the confines of a construction site or the Company premises and for which more favourable wage rates than those herein contained are paid, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged. The additional benefits will be included in the wage rate.
- 12:17 The above paragraph shall not apply to employees who deliver the products from the Company's established shipping points. It shall, however, apply to employees who are required to remain on the site to off-load or distribute materials from vehicles other than that which they personally operate.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

**Qualifying Period:**

- 13:01 (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, prior to the filing of a grievance, through a meeting between the Shop Steward and the Company, to settle the difference without a stoppage of work.
- (b) Where a grievance refers to a particular occurrence or incident, other than a payroll error, no consideration shall be given by either party unless such grievance is submitted in writing within fifteen (15) days of the alleged occurrence or incident. In the case of payroll errors, the time limit to submit such in writing shall be within thirty (30) days of the occurrence of the alleged error.

**Time to Resolve the Dispute:**

- 13:02 In the event that the said representatives fail to reach a satisfactory resolution 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 one (1) or three (3) persons as follows:

**Arbitration:**

- 13:03 The Party desiring to refer a dispute to Arbitration shall notify the other Party in writing of their intent. The written notice shall include their selection of Arbitration Board (which may include either a single arbitrator or three (3) man panel) as contained in Article 13:02 above, a list of suggested Arbitrators and particulars of the matter in dispute.
- 13:04 The Party receiving the notice shall, within five (5) days thereafter, respond to the originating Party with either a list of preferred alternate Arbitrators, or an agreement on the name of an Arbitrator.
- 13:05 If the Parties fail to agree upon an Arbitrator within three (3) days of the receipt of the response as contained in 13:04 above, either of them may apply to the Minister of Labour to appoint such single Arbitrator.
- 13:06 The Arbitrator may determine his own procedure in accordance with the Industrial Relations Act of British Columbia and shall give full opportunity to all of the Parties to present evidence and make representations. He shall hear and determine the difference or allegation and shall make every effort to render a decision within thirty (30) days of his first meeting.
- 13:07 The decision of the Arbitrator shall be final, binding and enforceable on the Parties. The Arbitrator shall have the power to dispose of a dismissal, discharge or discipline grievance by any arrangement which he deems appropriate. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

**Expenses of Arbitrator:**

- 13:08 Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

**ARTICLE 14 - TEAMSTERS HEALTH AND WELFARE PLAN AND TRUST FUND**

- 14:01 Effective August 1<sup>st</sup>, 1996, the Employer agrees to commence participation in the Teamsters (Local 213) Health & Welfare Plan and Trust Fund (The Plan and Trust Fund) for all Local Union 213 members subject to the jurisdiction of this Agreement (hereinafter referred to as members). The Employer will commence making contributions to the Plan and Fund on the following basis:
- (1) effective August 1<sup>st</sup>, 2002 the Employer shall pay \$318.00 per month per employee.
  - (2) from the effective date for all members employed as of the effective date;
  - (3) from the date of employment for all members whose date of

employment is after the effective date, provided such member has completed the probationary period.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided as the Trustees of the Plan and Trust Fund shall establish from time to time and agrees to be bound by the terms of the Trust Agreement.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters (Local 213) Health and Welfare Plan by the 15<sup>th</sup> day of the month following the month the contributions cover.

The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to twelve (12) weeks.

The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.

14:02 In the event an employer fails to remit contributions to the aforementioned Plans as set out in Articles 14, 15, 16 and all Plans described in Schedule "B", the Union is free to take any economic action it deems necessary against such employer and such action shall not be considered a violation of this Agreement.

## **ARTICLE 15 - TEAMSTERS PENSION TRUST FUND**

15:01 Effective August 1<sup>st</sup>, 1998, the Employer agrees to commence participation in the Teamsters (Local 213) Pension Plan and Trust Fund (The Plan and Trust Fund) for all Local Union 213 members subject to the jurisdiction of this Agreement (hereinafter referred to as members). The Employer will commence making contributions to the Plan and Fund on the following basis:

- (1) from the effective date for all members employed as of the effective date;

- (2) from the date of employment for all members whose date of employment is after the effective date, provided such members has completed the probationary period.

15:02 Effective August 1<sup>st</sup>, 1998, the Employer shall make contributions at the rate of one dollar and forty cents (\$1.40) per hour for which wages are payable hereunder for each employee within the scope of this Schedule to the Teamsters' Local 213 Pension Trust Fund, this includes wages for which payment is received for Statutory Holidays and annual vacations. Pension contributions for overtime hours shall be remitted at straight time hourly rates.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided as the Trustees of the Plan and Trust Fund shall establish from time to time and agrees to be bound by the terms of the Trust Agreement.

The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters (Local 213) Pension Plan and Trust Fund by the 15<sup>th</sup> day of the month following the month the contributions cover.

#### **ARTICLE 16 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

16:01 The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer. The above contributions shall commence on the 1<sup>st</sup> day of December, 2002.

#### **ARTICLE 17 - PLANS AUDITOR**

17:01 The Plans' Auditor or Business Representative shall be permitted to inspect and audit the Company's record of time worked by employees and Dependent Contractors and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Company of his intentions to audit and to make the necessary arrangements for the time and place.

#### **ARTICLE 18 - SEVERANCE PAY**

18:01 The Company shall pay to each employee with five (5) or more years of service severance pay, or notice in lieu of pay, in the amount of one (1) week's pay (or notice) for each year of service when his employment is

permanently discontinued due to automation, technological change or lay-off. In the case of lay-off where adequate notice was not given, the payment will be made after recall rights have expired.

18:02 Severance pay or notice in lieu of as outlined in 17:01 shall be paid or given to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Company's assets.

#### **ARTICLE 19 - PROTECTION OF AGREEMENT**

- 19:01
- (a) The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said Committee.
  - (b) The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation, said bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union which in the event of a further violation will also be forfeited; with each forfeit a replacement bond of twice the value of the one preceding will be posted.
  - (c) In all cases of alleged violation, all pertinent Company payroll records shall be made available to the Union.
  - (d) In the event of disagreement as to the violation of this Article, either Party may proceed directly to Arbitration under Article 13.

#### **ARTICLE 20 - SAVINGS CLAUSE**

20:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this Agreement shall suffer a reduction of wages because of the adoption of this Agreement.

#### **ARTICLE 21 - RETROACTIVE PAY**

##### **Retroactive Requirements:**

21:01 It is agreed and understood that all retroactive pay shall be paid in full not later than the second pay day after signing of the Agreement. This shall apply to all past and present employees who worked during the period to which the retroactivity is applicable.

DATED AT \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**APPENDIX "A"**

**RATES PER HOUR**

<b>CATEGORY I</b>	<b>EFFECTIVE AUG. 1/02</b>	<b>EFFECTIVE DEC 1/02</b>
Tandem up to 12 Yards	\$17.39	\$ 17.49
Tandem with 2 Axle Pony Trailer	18.97	19.07
Tandem with 3 Axle Trailer	19.62	19.72
Tandem with 4 Axle Trailer	19.62	19.72
Each Axle After total of 7 Axles	00.25	00.25

All new employees to start at a training rate of 20% less than the regular rate for a period of six (6) months.

**Hauling East of Hope and South of the U.S. Border**

Wage rates for hauling east of Hope and south of the U.S. border shall be 55¢ per mile. This rate shall be all inclusive(includes holiday pay and pension).

On loading or unloading, any time worked over forty-five (45) minutes will be paid by the hourly wage rate. The forty-five (45) minute loading or unloading time limit will be on a per trip basis.



## SCHEDULE "B"

### 1. OWNER OPERATORS/DEPENDENT CONTRACTORS

An Owner Operator/Dependent Contractor is a person who owns and operates his own truck or as defined by the **Industrial Relations Act** and for the purpose of this Agreement they are one and the same.

- (i) The terms and conditions of the Material Supply and Delivery Agreement as applicable to Owner Operators/Dependent Contractors are shown under the appropriate clauses of the main Agreement.
- (ii) The terms and conditions set out hereunder in this Schedule "B" are the entire agreement for monetary payments and benefits for Owner Operators/Dependent Contractors.
- (iii) Dependent Contractors must be members in good standing of the Union and be required to supply proof of membership upon being hired. Proof of membership shall be a Union clearance. The Employer shall obtain clearance by telephone, telegram, fax, or in writing from the Union Dispatch office.
- (iv) Method of Payment of Contributions and Deductions:

#### (a) **Advancement Fund (Owner Operator/Dependent Contractor)**

##### (i) **Straight Truck**

Effective August 1<sup>st</sup>, 1998, the Company shall make contributions at the rate of three dollars (\$3.00) per day worked or one dollar and fifty cents (\$1.50) for each day worked less than four (4) hours by a Owner Operator/Dependent Contractor.

##### (ii) **Truck and Trailer**

Effective August 1<sup>st</sup>, 1998, the Company shall make contributions at the rate of seven dollars (\$7.00) per day worked or three dollars and fifty cents (\$3.50) for each day worked less than four (4) hours. **(This rate is to be paid when the Owner Operators/Dependent Contractor's unit includes a trailer.)**

Contributions shall be submitted to the Union by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

(Clause applicable to Owner Operators/Dependent Contractors)

(b) **Dues Supplement**

Five dollars (\$5.00) per day dues supplement shall be deducted from each Owner Operator/Dependent Contractor covered by this Agreement for each day worked and two dollars and fifty cents (\$2.50) for each day worked less than four (4) hours, and will be remitted to the Union not later than the fifteenth (15<sup>th</sup>) day of each month following the month in which deductions were made.

Remittances shall be made in accordance with the forms provided by the Union.

Should the Union, during the term of this Agreement, request a change in the hourly rate of the dues supplement, the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days notice in writing of the change in the amount of deductions to be made.

(Clause applicable to Dependent Contractors)

The foregoing is itemized on the monthly summary and the cheque made payable to Teamsters (Local 213) Distribution Fund, which is sent to the Teamsters Local 213 Members Benefit Plans, 490 East Broadway, Vancouver, B.C. V5T 1X3. These contributions and deductions are due not later than the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

If, within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Company has failed to pay delinquent contributions then the Company agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to the delinquency charge of two percent (2%) per month of the total amounts of the unpaid Trust Funds and become due and payable as damages to cover costs of collections and loss of earnings suffered by the Trust.

This is not to be construed that the above charges relieve the Company of any further liabilities which may occur because of its failure to report and pay contributions/deductions as provided.

2. **RATES BASED ON LEGAL LOAD (GVW - TARE = LEGAL LOAD)**

All additional tonnage to be paid at the appropriate rate.

**For Cities, Towns and Villages**

On all jobs situated within eighty km (80 km) (fifty (50) road miles) of the centre of any city, town or village, such Owner Operators/Dependent Contractors who are residents of said city, town or village shall be paid the following rates:

- (i) Single Axle - See Letter of Understanding Schedule "B" Owner Operators/Dependent Contractors for rates.
- (ii) Tandems - See Letter of Understanding Schedule "B" Owner Operators/Dependent Contractors for rates.
- (iii) **Low Production Rate**  
Where loading and/or unloading time exceeds twenty (20) minutes per load on asphalt patching, curb and gutter, sidewalk, sewer excavation, and cleanup work, the rates for tandem and single axle trucks shall be reduced by ten percent (10%). The low production rate will apply only when the above condition is set for the major portion of the shift.  
  
The Teamsters Local Union No. 213 and the Dependent Contractor must be advised and agree on this rate for work under this provision.
- (iv) Combination Units  
(Semis, Sliders, Pups, etc.)
- (v) Tractor Rates
- (vi) Tandems Pulling Company Owned Trailer
  - (a) When pulling a Company owned trailer, the legal load rate of the combination unit will be reduced by fifteen percent (15%).  
  
e.g. 30 tons and up to but not including 31 tons  
\$75.00 less 15% = \$63.75.
  - (b) In the event a contractor does not have a piece of equipment available which is suitable to do the work, and providing a Company employee does not lose work as a result, an Owner Operator/Dependent Contractor may be employed to pull Company owned tilt trailers.

### 3. **OUT OF TOWN PROJECTS**

Where an Owner Operator/Dependent Contractor is hired by the contractor and travels to a project or job more than eighty (80) kms (fifty (50) road miles) from the centre of any city, town or village in which the Owner Operator/Dependent Contractor resides, or travels from his previous job location to a project or job the following shall apply:

#### (i) **Travel Allowance**

He shall be paid thirty-one cents (31¢) per km, fifty cents (50¢) per mile, for each km or mile travelled to the project only. In order to qualify for the above, the Owner Operator/Dependent Contractor must remain on the job or project for fifteen (15) calendar days. However, in the event the Owner

Operator/Dependent Contractor is laid off for lack of work when having been on the job less than fifteen (15) days, the travel allowance to the project shall be paid. If the contractor fails to provide work and requires an Owner Operator/Dependent Contractor to stand-by for more than two (2) consecutive days, the Owner Operator/Dependent Contractor, at his option, shall be deemed to have been laid off.

(ii) **Room and Board**

On jobs outside the eighty (80) km (fifty (50) mile) limits as defined above, where a contractor provides camp facilities, room and board will be provided to the Owner Operator/Dependent Contractor at no cost, including overtime meals when necessary.

(iii) **Out of Town Allowance**

Where camp facilities are not provided, an allowance of forty-five dollars (\$45.00) for each day worked will be paid in addition to the amounts outlined in (2) above.

This additional allowance is to supplement mobilization, fuel costs, room and board, and such other expenses incurred.

If the Owner Operator/Dependent Contractor is available for work on a normal work day and no work is supplied by the Company, he shall receive the above allowance.

When the Company does not schedule work on Saturday and the Owner Operator/Dependent Contractor is available for work, he shall receive the above allowance.

**4. FLAT RATE & TON MILE RATE**

The Company's right is reserved to negotiate a rock haul rate, a ton mile rate or a load rate where no scales are available, providing the rate is not less than the legal load rate.

When an Owner Operator/Dependent Contractor works on a project, his average haul rate shall not be less than his hourly rate as contained in the Agreement and based on the following formula. On jobs less than forty-five (45) days, the average will be taken for the duration of the project. On jobs more than forty-five (45) days duration, an averaging will be done in each calendar month, at no cost to the Owner Operator/Dependent Contractor or the Union. If there is a shortage, it is to be adjusted by the fifteenth (15<sup>th</sup>) day following the month worked; this adjustment shall be paid on a separate cheque. A Union representative shall be present at these negotiations. However, if a representative is not available, the rates established shall be submitted to the Union within five (5) working days.

**5. CALL-OUT/STAND BY**

When an Owner Operator/Dependent Contractor reports for work as instructed and no work is provided, he shall receive one (1) hour's pay.

When an Owner Operator/Dependent Contractor is required to stand-by in excess of the call-out time, he shall be paid at the rate of hire for the first hour and at one-half ( $\frac{1}{2}$ ) the rate of hire for each hour or portion thereof.

**6. WORKING CONDITIONS**

Owner Operators/Dependent Contractors will be allowed two (2) breaks per shift of ten (10) minutes each in the same manner as employees with no deductions taken for such time.

**7. JOB STEWARD**

Where there is no Teamster Job Steward on a project in the employ of the contractor, an Owner Operator/Dependent Contractor may be appointed as Job Steward by the Business Representative and such Job Steward shall be recognized and shall not be discriminated against. The Company shall be notified in writing as to the name of the Steward. In the event of a lay-off or reduction in the work force, the Job Steward shall be given preference of continued employment. Should the type of equipment or ability of the Owner Operator/Dependent Contractor be such that the preference of continued employment cannot be given and the Job Steward must be laid off, then the Business Representative must be notified of the reasons for the layoff within twenty-four (24) hours.

The Union shall be notified in writing within forty-eight (48) hours if a Job Steward is discharged for cause and such cause shall be stated in the reasons.

Grievances concerning the discharge of Job Stewards may be submitted and are subject to the provisions of the Agreement.

8. **FOREMAN**

Where it is agreed between the Employer and the Business Agent of the Local Union because of specific conditions existing on a job or project that no Teamster Foreman is required, a Working Foreman may be required. When an Owner Operator/Dependent Contractor is designated as a Working Foreman, his all found rate shall be increased by the appropriate Foreman's increase.

9. **SAFETY**

Each Owner Operator/Dependent Contractor shall as a condition of employment be registered with the Workers' Compensation Board of B.C., either as an employer or as an independent operator and shall furnish proof of good standing with the Board with respect to current assessments. Each Owner Operator/Dependent Contractor shall be responsible for the safe operating condition of his equipment.

10. **HOLD BACK**

The contractor may hold back an amount not to exceed five percent (5%) of the gross amount earned by the Owner Operator/Dependent Contractor in the first sixty (60) days of employment.

Upon completion of employment, satisfactory proof must be furnished to the contractor that all indebtedness and/or obligations incurred by the Owner Operator/Dependent Contractor in connection with the project on which he is engaged have been discharge.

Such holdback will be paid within twenty (20) days of the required proof being given.

(Association to provide format of form for reimbursement.)

**11. METHOD OF PAYMENT**

Payment for work carried out each month shall be made by the last day of the following month.

Upon request, the Owner Operator/Dependent Contractor shall be entitled to an advance payable by the end of the first month of hire.

This advance shall be in the amount of seventy percent (70%) of the value of work carried out between the date of hire and the thirtieth (30<sup>th</sup>) of the month.

These advances shall be deducted from the month end payments.

In the event that the Owner Operator/Dependent Contractor has not received payment for the previous month's billing as described above, interest of one and one-half percent (1½%) per month shall be applied to the overdue amounts.

**12. DAILY TIME REPORTS**

These reports will be submitted to the contractor on the Standard Teamster report form or on a comparable form supplied by the contractor.

**13. TIMELY PAYMENT**

Timely payment for work carried out each month is essential. Delinquency and continued failure to pay wages shall be dealt with as follows:

- (1) The Union will advise the Employer in writing of any delinquency.
- (2) If the Employer has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of Saturdays, Sundays and Holidays, the Union shall request a meeting with the representative of the sub-contractor and/or prime contractor to provide for payment of wages and benefits within an additional forty-eight (48) hours.
- (3) Should the matter not be resolved at the above mentioned meetings, the Union may demand payment and contributions at the end of each day or at the end of each week or upon twenty-four (24) hours notice to the company to withdraw its members from the Company without contravening the terms of this Agreement.

**LETTER OF UNDERSTANDING No. 1**

**SCHEDULE "B"**

**OWNER OPERATORS/DEPENDENT CONTRACTORS**

**AREA:** LOWER MAINLAND AND FRASER VALLEY (DESCRIBED AS HOPE ON THE EAST, VANCOUVER ON THE WEST, THE U.S. BORDER ON THE SOUTH, TO WHISTLER ON THE NORTH, INCLUSIVE)

**BETWEEN:** **AMSTUTZ CONTRACTING LTD.,**  
13120 256<sup>th</sup> Street  
Maple Ridge, B.C. V4R 1C9

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

The minimum hourly rates for all classifications to be based on legal loads.

**1. TANDEM TRUCK RATE**

The minimum hourly rate shall be fifty-six dollars and ten cents (\$56.10) per hour where no scales are available.

The rate shall be three dollars and seventy-four cents (\$3.74) per ton hour. The rate shall be determined by establishing the average tonnage hauled per load in a day and multiplying it by the appropriate rate shown above.

**2. (i) TANDEM DUMP TRUCK AND PONY (2 AXLE) TRAILER**

The minimum rate shall be seventy-eight dollars and fifty-four cents (\$78.54) per hour.

**(ii) TANDEM DUMP TRUCK AND TRANSFER TRAILER**

The rate shall be two dollars and fifty-three cents (\$2.53) per ton hour or two dollars and sixty-nine cents (\$2.69) per tonne hour. These hourly rates may be waived to a ton mile rate provided Teamsters Local Union No. 213 and the Dependent Contractor/Owner Operator are first notified and agree.

The minimum rate shall be eighty-five dollars (\$85.00) per hour and shall be used where no scales are available.



The hourly rate shown above may be waived to a ton mile rate provided Teamsters Local Union No. 213 and the Dependent Contractor/Owner Operator are first notified and agree.

Effective March 1<sup>st</sup>, 1993, the minimum rate shall be eighty-eight dollars and forty cents (88.40) per hour and effective March 1<sup>st</sup>, 1994 the minimum rate shall be ninety-three dollars and seventy cents (\$93.70) per hour.

(iii) **DUMP TRUCK AND MULTI-AXLE (4 OR MORE AXLES) TRAILER**

The rate shall be two dollars and fifty-three cents (\$2.53) per ton hour or two dollars and sixty-nine cents (\$2.69) per tonne hour. These hourly rates may be waived to a ton mile rate, provided Teamsters Local Union No. 213 and the Dependent Contractor and/or Owner Operator are first notified and agree.

The minimum rate shall be one hundred and five dollars and ten cents (\$105.10) per hour.

3. When an Owner Operator/Dependent Contractor is employed in the Paving Industry, he shall be paid at the minimum hourly rate only.

4. **REGULAR HOURS OF WORK DEPENDENT CONTRACTORS**

Ten (10) hours shall constitute a day's work Monday to Saturday.

5. **CALL-OUT/STAND-BY**

As per Agreement, Schedule "B".

6. The Owner Operator/Dependent Contractor shall sign off at the end of each day using a Teamster Bill Book for all hours worked for that day and retain a copy of all hours worked which shall constitute a record of time worked for that day.

7. Timely payment for work carried out each month is essential. Delinquency and continued failure to pay wages shall be dealt with as follows:

- (i) The Union will advise the Company in writing of any delinquency.

- (ii) If the Company has failed to respond within forty-eight (48) hours of receipt of notification, exclusive of

Saturdays, Sundays and Holidays, the Union shall request a meeting with the Contractor Owner or his representative to provide for the payment of wages and benefits within an additional forty-eight (48) hours.

(Iii) Should the matter not be resolved at the abovementioned meeting, the Union may demand payment of wages and contributions at the end of each day or at the end of each week or upon twenty-four (24) hours notice to the Company withdraw its members from the company without contravening the terms of this Agreement.

8. Rates paid to Dependent Contractors under Schedule "B" will change upon six (6) months written notice given to the Company by Teamsters Local Union No. 213.

DATED AT  
of

. B.C., this                                    day  
, 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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LETTER OF UNDERSTANDING No. 2

**BETWEEN:**         **AMSTUTZ CONTRACTING LTD.;**  
                  13120 256<sup>th</sup> Street  
                  Maple Ridge, B.C.   V4R 1C9

(hereinafter referred to as the "COMPANY")

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

(hereinafter referred to as the "UNION")

It is also agreed that Amstutz Contracting Ltd. shall not be bound by Article 3, Section 3:03 as consent to contract out by Amstutz Contracting Ltd. is mutually acceptable.

DATED AT   . B.C., this                     day  
of   , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING No. 3

BETWEEN: AMSTUTZ CONTRACTING LTD.,  
13120 256<sup>th</sup> Street  
Maple Ridge, B.C. V4R 1C9  
  
(hereinafter called the "COMPANY")

AND: TEAMSTERS LOCAL UNION No. 213,  
affiliated with the International  
Brotherhood of Teamsters  
  
(hereinafter called the "UNION")

After the Company employees now, any part time employee must work ten (10) days including part time days in a month to have Health and Welfare benefits paid.

For all new employees, a condition of employment will be the ability to enter the United States as per the Bobell Agreement.

DATED AT . B.C., this day  
of , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_

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**LETTER OF UNDERSTANDING No. 4**

**BETWEEN:**           **AMSTUTZ CONTRACTING LTD.**  
13120 256<sup>th</sup> Street  
Maple Ridge, B.C.   V4R 1C9  
  
(hereinafter called the "COMPANY")

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

WHEREAS the Employer and the Union have agreed to a Grievance Procedure, as provided in Article 13 of the collective agreement, and;

WHEREAS the Employer and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Employer and the Union agree as follows:

- (4) Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Employer and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after completion of Step II of the Grievance Procedure.
- (5) The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Employer and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Employer and one (1) from the Union. The Employer shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
- (6) The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
- (7) The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.

- (8) If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph 3. above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
- (9) Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules And Procedures of Schedule 2.
- (10) The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2.
- (11) The parties agree that this Letter of Understanding and Schedule 1 and Schedule 2 do and will form part of the collective agreement between the parties and will continue to form part of the collective agreement through successive Agreements until mutually changed by the parties.

DATED AT  
of

. B.C., this  
, 2002.

day

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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