

**COLLECTIVE AGREEMENT**

**BETWEEN**

**COLUMBIA CONCRETE PRODUCTS LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**April 1 st, 2003 - March 31st, 2006**

**DON McGILL  
Secretary-Treasurer**

**COLUMBIA CONCRETE PRODUCTS INDEX**

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THIS AGREEMENT EFFECTIVE THE 1<sup>ST</sup> DAY OF APRIL, 2003.

**BETWEEN:**           **COLUMBIA CONCRETE PRODUCTS LTD.**  
8650 130th Street  
Surrey, B.C.  
V3W 1G1

(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 hereto agree as follows:

## **ARTICLE 1 - INTERPRETATION AND EXTENT**

### **Interpretation:**

- 1:01           The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.
- 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.

## **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. Employees hired elsewhere shall have fourteen (14) days in which to become members of the Union, or be replaced by a Union member when available.
- 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.

**Authorization of Deductions:**

- 2:05 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 monthly in advance. Dues shall be deducted from the second pay of the month previous to the month for which they are applicable.

**Picket Lines:**

- 2:06 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action if an employee refuses to cross a picket line which has not been declared illegal by a Court of Competent Jurisdiction.

**Strike and Lockout:**

- 2:07 During the term of this Agreement there shall be no lockout by the Company and no strike, stoppage of work, or slow-down, either partial or general, authorized by the Union.

### **Shop Stewards:**

- 2:08           The Company agrees to recognize two (2) employees who are designated by the Union to act as a Shop Steward. Shop Stewards shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Subject to operational requirements, reasonable time shall be given to one (1) Shop Steward at a time to carry out his duties. The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reasons. Executive officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, may be allowed time off without pay by the Company should operational requirements permit. Only one (1) employee will be allowed such time off at any one (1) time, except that two (2) will be allowed time off for contract negotiations. Should there be a substantial increase in the number of employees, the parties agree to meet with a view to revising the number of Stewards.
- 2:09           In the carrying out of regular duties Business Representatives of the Local Union shall have access to the Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or foreman prior to visiting the Company's premises.
- 2:10           The Company shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

### **ARTICLE 3 - HIRING**

#### **Contract Work:**

- 3:01           The contracting out of work other than cartage shall require the consent of Teamsters Local Union #213. When the contracting out of work does not affect either the number of Union members on the active payroll or the return to the active payroll of members on layoff, then consent to contract out shall not be withheld.

## **ARTICLE 4 - NEW CLASSIFICATIONS**

### **Rates and Effective Dates:**

4:01 The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing job. The Company shall have the right to create and delete classifications. 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 the new classification.

## **ARTICLE 5 - DISCHARGE OF EMPLOYEES**

### **Discharge:**

5:01 The Company has the right to discharge, discipline or suspend any employee for just cause. Employees shall be notified in writing with a copy to the Union. This notice shall be given with their final cheque.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **Management:**

6:01 The Union agrees that the Company has the right to operate and manage its operations in all respects except as expressly and specifically limited by this Agreement.

This right includes, but is not limited to, the right to direct the working forces and to hire, promote as set out in this Agreement, discipline and/or discharge for just cause or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, and to make, publish and enforce reasonable rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Company's facilities, equipment, and operation.

Provided, however, that the Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **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.

7:03 If an employee is terminated by the Company he shall be paid all monies due within seventy-two (72) hours. The monies due will be payable through Head Office and will be mailed to the employee upon request.

7:04 If an employee terminates of his own accord he will be paid on the next scheduled pay day.

7:05 Employees shall be paid every second (2nd) Thursday.

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

### **Hours of Work:**

8:01 (a) For the purpose of this Article, the term "work week" is defined as a calendar week commencing at 12:01 a.m. on Monday. The regular work schedule for all employees covered by this Agreement shall consist of five (5) eight (8) hour days, commencing Monday and ending on Saturday. The work day (eight (8) hours) shall commence no earlier than 5:30 a.m. An employee's start time once established shall not be changed for any employee within a one (1) week period and if not changed at the completion of one (1) week, there cannot be any change for a further one (1) week period.

It is understood that the five (5) eight (8) hour days referred to above shall be either Monday to Friday or Tuesday to Saturday. The exception to the above may occur due to circumstances beyond the control of the Company, i.e. unforeseen mechanical breakdowns, acts of God, etc.

- (b) Where regularly scheduled shifts include work on a Saturday, such shifts shall be subject to the provisions of Sections 8:07 and 8:08 of this Agreement.
- (c) An employee who works a Saturday as part of a regular shift schedule (not overtime) shall receive a meal allowance of twelve dollars (\$12.00).

8:02 The work day shall be an eight (8) hour period excluding a one-half (1/2) hour break for a meal mid-shift.

8:03 Ten (10) hours shall be the minimum break between an employee's finishing time and his following starting time, otherwise overtime rates shall prevail.

8:04 Any shift commencing between 11:00 a.m. and 5:29 p.m. shall be recognized as the second (2nd) shift and shall work eight (8) hours exclusive of a meal break. The second (2nd) shift shall be paid a premium of one dollar (\$1.00) per hour for all hours worked. The premium shall not be used for calculation of overtime and Statutory Holidays.

Any shift commencing between 5:30 p.m. and 5:29 a.m. shall be recognized as the third (3rd) shift and shall work eight (8) hours exclusive of a meal break. The third (3rd) shift shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked. The premium shall not be used for calculation of overtime and Statutory Holidays. With reference to mechanics, millwrights and electricians, the premium for the second (2<sup>nd</sup>) shift shall be three (\$3.00) per hour and the premium for the third (3<sup>rd</sup>) shift shall be three dollars seventy-five cents, for all hours worked.

8:05 Additional shifts shall not commence prior to noon, 12:00 o'clock.

8:06 In the event additional shifts are not required for three (3) consecutive days, or more, overtime rates shall be paid unless the shift has to be discontinued for circumstances beyond the Company's control, i.e. inclement weather or breakdown of equipment.

8:07 When additional shifts are required, a two (2), three (3) or four (4) week swing shift shall be established wherever possible.

8:08 Subject to operational requirements, the senior men in the appropriate classifications shall have first choice as to which shift they shall start at and will then rotate.

**Guarantee:**

8:10 Any employee who is called out to work and does not actually work due to circumstances beyond the Company's control, i.e. breakdown, inclement weather, shall be paid for two (2) hours. If an employee commences work then a minimum of four (4) hours shall be paid. Any employee who has worked a minimum of four (4) hours shall be paid for eight (8) hours.

8:11 Any employee called back after having worked that day or his shift shall receive a minimum of two (2) hours' pay at double time (2X) rates.

**Early Start:**

8:12 Any employee starting prior to his regular starting time, and who has been paid premium rates, shall be paid from his regular starting time, as far as his guaranteed callout and daily guarantee is concerned.

**Late Start:**

8:13 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed up to one-half (1/2) hour after the employee's normal starting time to report for work, unless reasonable circumstances warrant a longer reporting time being allowed.

**Daily Overtime:**

8:14 All overtime worked immediately prior to and/or immediately following the employee's regular hours shall be totalled and paid at time and one-half (1 1/2) for the first three (3) hours then double time (2X).

8:15 Overtime shall be divided as evenly as possible provided the employee is qualified to perform the job and every attempt will be made by the Company to distribute overtime on an equal basis to the employees straight-time worked. Should an employee refuse to work overtime, said hours shall be regarded as overtime hours worked for the purpose of calculating his percentage of eligible overtime hours. (Seniority will be kept in mind.)

**Normal Days Off:**

8:16 Double time (2X) shall be paid for all hours worked on an employee's normal day off.

8:17 Employees may request not to work overtime, provided such request is made prior to the day on which the overtime is to be worked. Where such a request is granted, the employee shall be notified of such no later than the first half of the employee's shift on the day the overtime was to be worked and the granting of such a request will not be withheld provided the Company's operations are not adversely affected by a shortage of personnel.

**ARTICLE 9 - SENIORITY**

**Probationary Period:**

9:01 A new employee will be considered as on probation during the first sixty (60) days actually worked. During the probationary period the Company may terminate a probationary employee if, in the Company's sole discretion, the probationary employee is not suitable for continued employment. The sixty (60) day period referred to above may be extended with mutual agreement of the parties to this Agreement.

**Seniority List and Classification:**

9:02 The Company shall keep posted in a conspicuous place 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 list shall be renewed at least every four (4) months, and shall show the employees' classifications.

**Layoff and Rehire:**

- 9:03 Any employee subject to a lay off 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 man. When filling a position through this procedure the employee must be qualified and 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.
- 9:04 The Company when laying off employees shall lay them off by reverse order of seniority, provided the employee is qualified and competent.
- 9:05 When vacancies occur, the Company shall re-hire laid off employees according to their seniority and qualifications with the Company, beginning with the most senior employee and proceeding in turn thereafter.

**Job Posting:**

- 9:06 The Company shall post automatically, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place, at each place of business maintained by the Company notice of vacant positions and promotions in the bargaining unit. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent and qualified to do the work.
- 9:07 No employee may change job positions through the posting procedure more than once in any twelve (12) month period. Any subsequent postings to be reviewed by Union and Management.
- 9:08 (a) The Company encourages all workers to take aptitude tests and pursue technical courses in order to upgrade skills and knowledge enabling them to post for higher positions as and when the opportunity occurs. The Company will advise the employees of those technical courses relevant to positions in the plant.

- (b) The successful applicant shall be on probation in his new job for sixty (60) days actually worked. If the successful applicant goes beyond the above-mentioned probationary period and leaves the job, it shall then be re-posted. He may be returned to his former job if he did not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such posting.

9:09 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.

**New Employee Seniority Re-Qualify:**

9:10 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:**

9:11 All seniority shall be lost and the employee will be deemed to be terminated if he:

- (i) voluntarily leaves the employ of the Employer, or
- (ii) is discharged for just cause, or
- (iii) after a layoff, fails to report for work within five (5) working days after being recalled by telephone or by registered letter, or
- (iv) is absent without leave for three (3) consecutive working days without legitimate reason, or
- (v) is laid off and not recalled to work within the twelve (12) month period immediately following the date of layoff.

Employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

## **ARTICLE 10 - STATUTORY HOLIDAYS**

### **Entitlement:**

10:01 Every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and a Floater Day (to be taken upon mutual agreement between the employee and the Company), and any other holiday proclaimed by the Provincial or Federal Governments, provided however, that the employee shall have worked his "scheduled" work day prior to such holiday and his "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his Superintendent. Any employee required to work on any of the above holidays shall receive double time (2x) in addition to the day's pay.

Employees will give a minimum of fifteen (15) days notice prior to taking the Floater Day.

### **Qualify:**

10:02 Employees who have qualified under 10:01 shall qualify for Statutory Holiday Pay if they have worked within fifteen (15) days preceding the date of the holiday or within fifteen (15) days immediately following the date of the holiday.

### **Statutory Holidays When Off Sick or on Workers' Compensation:**

10:03 Employees absent due to illness, accident or laid off within fifteen (15) days preceding the date of the Holiday or within fifteen (15) days immediately following the date of the Holiday shall be paid for the Holiday.

Employees will not qualify for the paid Statutory Holiday by the Company if they receive Statutory Holiday pay from W.C.B., E.I. or sick pay.

10:04 If a Statutory Holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive Statutory 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 three hundred (1,300) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks' vacation with pay equal to two (2) full weeks straight-time pay at the employee's regular rate, or four percent (4%) of annual gross earnings, whichever is the greater.

### **Three Weeks:**

11:02 Each employee who has completed three (3) years' continuous service and has worked a minimum of one thousand three hundred (1,300) 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 three (3) full weeks' straight-time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

### **Four Weeks:**

11:03 Each employee who has completed nine (9) years continuous service in the employ of the Company and has worked a minimum of one thousand three hundred (1,300) hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks' vacation with pay equal to four (4) full weeks' straight-time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

### **Five Weeks:**

11:04 Each employee who has completed seventeen (17) years of continuous service in the employ of the Company and has worked a minimum of one thousand three hundred (1,300) hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks' vacation with pay equal to five (5) full weeks' straight-time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

**Six Weeks:**

11:05 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of one thousand three hundred (1,300) hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks' vacation with pay equal to six (6) full weeks' straight-time pay at the employee's regular rate, or twelve percent (12%) of annual gross earnings, whichever is the greater.

**Summary:**

11:06 **VACATION ALLOWANCE**

<b>Years of Service</b>	<b>Length of Vacation</b>	<b>Payment (whichever is greater)</b>
1 year to 3 years less a day	2 weeks	2 full weeks or 4% annual gross earnings
3 years to 9 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
9 years to 17 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
17 years to 25 years less a day	5 weeks	5 full weeks or 10% annual gross earnings
25 years and over	6 weeks	6 full weeks or 12% annual gross earnings

**Vacation Requirements and Rights:**

- 11:07 Employees who work less than one thousand three hundred (1,300) hours in twelve (12) months during which they qualify for annual vacation in Clauses 11:01, 11:02, 11:03, 11:04, and 11:05 shall have their vacation entitlement pro-rated based on the amount of time they actually worked as a percentage of one thousand three hundred (1,300) hours and shall receive vacation pay calculated at the appropriate percentage of gross earnings only. This 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 requalify by working the minimum one thousand three hundred (1,300) 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.
- 11:08 On termination, employees who have completed one thousand three hundred (1,300) hours since last anniversary date shall receive full vacation entitlement as per above schedule, as mutually agreed to by the parties.
- 11:09 Employees shall be entitled to take their vacations in one (1) continuous period. Vacations shall be taken within the calendar year for which they are applicable.
- 11:10 Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay the said employees wages equivalent to those paid for working Statutory Holidays.
- 11:11 The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

**Choosing Vacations:**

- 11:12 The Company shall post a vacation calendar for the benefit of the employees. Vacations must be applied for by April 15th of each calendar year and once applied for may not be changed unless mutually agreed by the Management and Union. Confirmation will be given by May 15th of each year.
- 11:13 Employees shall choose their time off for their annual vacations by seniority. Management shall not refuse any reasonable request for vacations.

**ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES**

**Meal and Work Breaks:**

- 12:01 A thirty (30) minute unpaid meal period shall commence not earlier than the beginning of the third (3rd) hour of a shift and end not later than the beginning of the fifth (5th) hour of a shift. Meal periods for employees may be staggered in order to allow for continuous production. In such cases an employee may not commence his meal break until he is able to be relieved by another employee. Employees who are required to work through the meal break will be paid for that time.
- 12:02 Where overtime preceding or following the employee's normal shift goes beyond two and one-half (2 1/2) consecutive hours the employee shall be paid nine dollars (\$9.00) to cover the cost of the meal, provided the employee returns to work. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked, if the employee returns to work and works twelve (12) hours or more in total.
- 12:03 Should overtime continue beyond four (4) hours following the time allowed for a meal break then a further meal break shall be allowed with the same conditions as outlined above.
- 12:04 This condition shall be repeated each four (4) hours.

**Coffee Break:**

- 12:05 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 up to, but not more than, fifteen (15) minutes from stop to start of production. Coffee breaks for employees may be staggered in order to allow for continuous production. In such cases an employee may not commence his coffee break until he is able to be relieved.

**Labour Management:**

12:06 The Company shall establish or continue during the term of this Agreement a Labour Management Committee, which shall meet during or after working hours, at least once every two (2) months. In cases where the meetings are held after working hours the Company will pay the workers straight time for the time spent and provide a meal. The committee shall consist of a maximum of two (2) members representing each of the Company and the Union. One (1) of the Company representatives shall be a senior representative of management or his delegate.

**Safety Meetings:**

12:07 The Company shall establish or continue a Safety Committee consisting of a maximum of two (2) members representing each of the Company and the Union. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

**Safety Equipment:**

12:08 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.

**Vehicle Safety:**

12:09 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to the immediate Supervisor, any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until properly repaired.

**First Aid:**

12:10 Any I.F.A. Ticket holder required by the Company shall receive forty cents (\$0.40) per hour in addition to their regular rate.

**On Job Injury:**

12:11 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. The employee may be required to obtain a certificate from the attending physician.

**Jury Duty:**

12:12 The Company shall continue to pay any employee whose absence is due to serving Jury Duty, provided however, that all sums received by way of payment of Jury Duty shall be payable to the Company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay.

It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

**Bereavement Leave:**

12:13 In the event of a death in his immediate family and upon the request of a regular employee, three (3) 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, step-son, daughter, step-daughter, mother, mother-in-law, father, father-in-law, brother or sister, and common law partners shall be deemed to be immediate family. 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 three (3) days leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company.

**Leave of Absence:**

12:14 Leaves of absence may be granted at the discretion of the Company. All applications for leaves of absence must be made in writing and will be replied to in writing. Employees' seniority protection shall be in accordance with the Union regulations. Management may not refuse any reasonable request for leave of absence.

Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from the Company shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

**Medical Examinations:**

12:15 The Company shall pay employees, who are requested by the Company to take a physical examination. The examination shall be during working hours.

12:16 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be applied:

- (a) The Company shall assign the employee to other duties, if possible. In the event that it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee at his own expense shall have the right to be examined by his personal physician.
- (b) If there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding.
- (d) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- (e) Should the consultant deem the employee to be capable to return to work but not to his assigned duties, the employee shall be retrained and reassigned to an existing job within his capabilities and seniority as per Clause 9:02. This shall also apply to employees returning from a Workers' Compensation Board compensable injury.
- (f) Should the consultant deem the employee to be capable of carrying out his regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

**Higher Classification:**

12:17 If a man starts his day's work, he shall not be paid less than his regular

posted rate for the day. If work is to be made available at a lower classification he shall be notified the day previous when possible.

- 12:18 If an employee works at a classification of a higher rate he shall be paid at the higher rate for all time actually spent working at that higher classification. A one (1) hour minimum shall apply.

**Coveralls and Gloves:**

- 12:19 (a) Upon request the Company shall supply to employees on an exchange basis, Union made coveralls (and gloves for employees regularly required to handle concrete products such as block, tile and precast). Such articles to be maintained or delivered by a Company having an agreement with a Teamsters Local Union provided such company is competitive. Such clothing shall be of proper fit for each employee. The wearing of coveralls shall be subject to the comfort of the employee.
- (b) The Company agrees to reimburse each employee who has completed one hundred and twenty (120) days of continuous employment, eighty-five percent (85%) of the cost of safety boots to a maximum of \$85.00 once each year. Safety boots shall be worn by all employees at all times when the employees are on premises.

**Washrooms and Lunchrooms:**

- 12:20 The Company agrees to maintain in its terminals and depots, adequate, clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy. Employees shall observe rules of sanitation and cleanliness and make every effort to assist in keeping these facilities clean and tidy.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **Qualifying Period:**

13:01 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.

### **Time to Resolve Dispute:**

13:02 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 Arbitration as follows:

### **Arbitration:**

13:03 The Party desiring arbitration shall notify the other Party in writing of the particulars of the matter in dispute.

13:04 The parties to the dispute will thereupon decide on the appointment of an Arbitrator. Failing agreement on this appointment within twenty (20) days of such notice, the parties shall choose one (1) of the arbitrators from the list defined in 13:05 below, by random draw, subject to the availability of the selected arbitrator to hear the grievance within the time limits specified below.

13:05 For the duration of this Agreement the list of Arbitrators shall be:

Bob Pekeles  
S.F.D. Kelleher  
Bob Diebold

This list shall be reviewed and amended if one of the Arbitrators becomes unavailable or upon the expiry of the Collective Agreement, or, by mutual agreement at any time during the Collective Agreement.

13:06 Upon mutual agreement of the parties, a grievance may be submitted to a three (3) person Arbitration Board, in which case, each party shall appoint

one (1) member, and these two (2) members shall mutually agree on a Chairperson who shall be appointed in accordance with the procedure set out in 13:04 above.

- 13:07 No matter may submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure except where the Collective Agreement specifically provides a matter bypasses a step or steps of the grievance procedure.
- 13:08 The Arbitrator (Arbitration Board) shall hear the Parties, settle the terms of the question to be arbitrated, and make its award within sixty (60) days of the appointment, unless the time is extended by agreement of the Parties. The Arbitrator shall deliver the decision, in writing to each of the parties. It shall be final and binding on the Parties and shall be carried out forthwith.
- 13:09 The Arbitrator (Arbitration Board) shall not be empowered to make any decision inconsistent with the provisions of this Agreement, nor shall he/she (they) alter, modify or amend any part of this Agreement.
- 13:10 If the Arbitrator (Arbitration Board) finds that an employee has been laid off contrary to the provisions of the Collective Agreement, or unjustly suspended or discharged, that employee shall be reinstated by the Company and the Arbitrator (Arbitration Board) may order that his/her reinstatement be without loss of pay, and/or with all his/her rights, benefits and privileges which he/she would have enjoyed if the layoff, suspension or discharge had not taken place, or such other remedy as the Arbitrator (Arbitration Board) deems appropriate.
- 13:11 Each party shall pay their own costs and expenses of the Arbitration, including where applicable the fees and expenses of their own nominee to a three (3) person Arbitration Board, and one-half ( $\frac{1}{2}$ ) of the remuneration and/or expenses of the Arbitration (Arbitration Board).

## **ARTICLE 14 - HEALTH AND WELFARE**

### **Teamsters' Health and Welfare Plan:**

- 14:01 Employees who have successfully completed their probationary period shall be covered by the Teamsters (Local 213) Health and Welfare Plan.
- 14:02 (a) The Company shall make contributions to the Teamsters Local Union No. 213 Dry Fund Plan as follows:
- \$340.00 per month - effective April 1, 2003
- (b) The Teamsters Pension Plan will be mandatory for all members on the basis of Employer contributions at the following rate:
- Effective April 1, 2003 - One dollar and twenty-five cents (\$1.25) per hour;
- 14:03 Contributions to the Teamsters Local Union No. 213 Dry Fund Plan will not be made by the Employer on behalf of employees who are not actively at work during a calendar month, except for vacation, parental leave or where an employee is receiving wage replacement
- 14:04 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.

### **Sick Leave:**

- 14:05 The Company agrees to pay one-seventh (1/7th) the amount of weekly indemnity per day off for the first three (3) days an employee is off work due to sickness or injury other than a compensable injury. This shall apply only where the employee's Weekly Indemnity claim has been established and the claim has to be submitted within thirty (30) days upon return to work.

## **ARTICLE 15 - TECHNOLOGICAL CHANGE**

- 15:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any technological change which would affect the terms and conditions or security of employment of a significant number of employees to whom this collective agreement applies.

15:02 Should automation cause jobs to disappear, the employee shall have the opportunity to work (providing he has the seniority) at another classification. Should training be required the employee shall be allowed up to thirty (30) days actually worked without any loss of pay.

**Severance Pay:**

15:03 The Company shall pay to each employee with four (4) or more years of service, severance pay in the amount of one (1) week's pay for each year of service when his employment is permanently discontinued due to automation or technological change.

15:04 Severance pay as outlined in Article 15:03 shall be paid to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or in part, of the Company's assets.

**ARTICLE 16 - SAVINGS CLAUSE**

16:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement, shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

**ARTICLE 17 - TERM OF AGREEMENT**

**Term:**

17:01 This Agreement shall be in full force and effect from April 1, 2003 to March 31, 2006.

17:02 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

17:03 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

**Retroactive Requirements:**

17:04 It is agreed and understood that all retroactive pay shall be paid in full not later than the second payday after signing of Agreement. This shall apply to all past and present employees who worked during the period to which the retroactivity is applicable.



**APPENDIX "A"**

<b>CLASSIFICATIONS AND WAGE RATES</b>	<b>EFFECTIVE APRIL 1/03</b>	<b>EFFECTIVE APRIL 1/04</b>	<b>EFFECTIVE APRIL 1/05</b>
<b>GROUP #1</b>	\$10.76	\$10.98	\$11.25
Utility Man General Cleanup and Housekeeping			
<b>GROUP #2</b>	22.05	22.49	23.06
Tile/Trim Off Loader Packers Trim Plant Mechanic Helper (Apprentice)			
<b>GROUP #3</b>	22.45	22.90	23.47
Dry Side Tile Technician Forklift Operator Hipstarter Maker			
<b>GROUP #4</b>	24.91	25.41	26.04
Roof Tile Technician			
<b>GROUP #5</b>	25.45	25.96	26.61
Mechanics/Electricians/Millwrights			

All new employees will be paid a base rate of four dollars (\$4.00) less than their class, and qualify for increment increases of one dollar (\$1.00) per hour each six (6) months from date of hire until they have reached the top rate in their respective group. The Company shall consider log term service and apprenticeship period. This applies to Group 2 only

Any employee in Group 4 holding a recognized trade qualification shall receive a twenty-five cent (25¢) premium.

Any employee in Groups 4 and 5 who is designated a lead Hand shall receive a fifty cent (50¢) premium.