

COLLECTIVE AGREEMENT

BETWEEN

BOBELL TRUCKING LTD.

AND

TEAMSTERS LOCAL UNION No. 213

November 1st, 2002 - October 31st, 2007

DON McGILL
Secretary-Treasurer

INDEX

BOBELL TRUCKING LTD.

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THIS AGREEMENT made as of this _____ day of _____, 2003.

BETWEEN: **BOBELL TRUCKING LTD.,**
3365 - 264th Street
Aldergrove, British Columbia;

(hereinafter called the "Company")

PARTY OF THE FIRST PART

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

(hereinafter called the "Union")

PARTY OF THE SECOND PART

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 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.

ARTICLE 2 - UNION SECURITY

Coverage:

- 2:01 The Company recognizes the Union as the sole bargaining agent for the employees covered by this Agreement for those employees at Aldergrove and working at the classified occupations listed in Appendix "A".

2:02 All employees covered by this Agreement must be members in good standing of the Union. New employees shall be granted membership in the Union within sixty (60) days of commencing employment.

2:03 The Union shall have the exclusive right to determine who is a member in good standing, within the guidelines of the Local Union By-Laws, the Constitution and the laws of British Columbia.

Authorization of Deductions:

2:04 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 in advance.

Picket Lines:

2:05 It shall not be a violation of this Agreement or 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.

Unfair Jobs:

2:06 It shall not be considered a violation of this Agreement or a reason for discharge or other disciplinary action if an employee refuses to deliver to a job or project which has been considered unfair by the British Columbia and Yukon Territory Building and Construction Trades Council, or any of its affiliated area Building Trades Councils or by the Teamsters Local Union No. 213. Whenever the Union has information concerning any such unfair job or project it shall immediately notify the Company.

Strike and Lockout:

2:07 There shall be no lockout by the Company, and no strike, stoppage of work or slow-down, either partial or general, by the employees of the Union, as long as this Agreement remains in effect. The Union shall be responsible for the conduct of its members.

2:08 The Union agrees that, in the event the Company becomes involved in a controversy with any other Union, the Union will do all in its power to help effect a fair settlement, and the Union will not participate in any sympathetic cessation of work or slowdown program while the controversy is being settled.

Shop Stewards:

2:09 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the Shop Steward 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 notice. Executive Officers of the Union or Shop Stewards who are required to attend meetings at the call of the Union shall be allowed time off, without pay, by the Company upon forty-eight (48) hours notice.

2:10 In the carrying out of regular duties, Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or foreman by telephone prior to visiting the Company's premises.

ARTICLE 3 - HIRING

3:01 The Company retains the right to hire new employees, through Union referral, Canada Manpower, advertisement, or employment agencies. The Company will notify the Union of any job vacancies. The Union may refer qualified members for a job interview and make application for the vacant position(s).

Contract and Hired Trucking:

3:02 The Company retains the right to contract cartage work to carrier(s) of its choice.

3:03 Owner Operators (Dependent Contractors) shall be members in good standing of the Union, prior to commencing work for which he was hired.

3:04 Prior to the employment of any Dependent Contractor or Owner Operator, the Company and the Union agree to negotiate an appropriate per trip rate. In the case of Dump truck equipment, the Company agrees to practices as outlined by the attached Schedule "B".

3:05 The Company agrees that cartage work presently performed by employees of the Company will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and employees normally performing this work would be laid off as a result.

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. 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 any employee for just cause. Employees shall be notified in writing the reason for their dismissal. A copy of this notice shall also be forwarded to the Union.

ARTICLE 6 - WAGES AND WAGE STATEMENTS

Wages:

6:01 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. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

Statement:

6:02 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 all trip rates and regular hours worked, the gross amounts of wages, vacation pay, pay for Statutory Holidays, and all deductions made therefrom.

6:03 Employees shall be paid every second Friday during working hours.

6:04 If an employee is terminated by the Company, his cheque shall be prepared and dispatched on the following work day for all monies due.

6:05 If an employee terminates of his own accord, he shall be paid on the next scheduled pay day.

6:06 If an error occurs in the payroll computation of an employee's pay cheque and the amount is equal to one (1) day's pay or more, he shall be entitled on request to receive same as soon as is practicable but not later than the week following the pay day on which the error was reported. If an employee improperly completes his time card or pay claim, or does not turn them in immediately on completion of his trip, any pay so affected will be included with the next regular pay period.

6:07 No employee shall be asked to make a written or verbal agreement with the Company covering hours of work, wages or conditions during the term of this Agreement.

ARTICLE 7 - HOURS OF WORK

7:01 It is understood that to satisfy customer requirements, this Company provides continuous operations, seven (7) days per week.

7:02 Dispatch schedules will not require any employee to exceed national safety code requirements for hours worked.

7:03 Remuneration will be a per trip basis for all regularly scheduled trips, all other work will be paid hourly.

7:04 Any new work will have trip rates established jointly by the Company and the Union.

7:05 Any employee who is unable to report for duty for any reason must advise the Company as early as possible; but no less than two (2) hours ahead of his scheduled starting time.

7:06 A driver who has reported for duty and his assignment is cancelled shall be paid for two (2) hours pay at the hourly rate.

If an employee starts work and is then sent home for any reason other than the weather, the employee shall receive a minimum of four (4) hours pay.

If any employee starts work and is sent home for weather reasons, the employee will be paid a minimum of two (2) hours. The Company and the Shop Steward or senior employee on duty will make the decision regarding work stopped due to weather.

7:07 Should routing changes or excessive delays be encountered (in excess of 15 minutes per trip totalling one (1) hour per shift) Drivers will be paid for said hours at the appropriate hourly rate in addition to the trip rate.

ARTICLE 8 - SENIORITY

8:01 Provided the employee is capable and is given the opportunity to demonstrate his capability his seniority shall prevail in the appointments to new jobs or vacancies. Starting times preference shall be given to senior employees on established shifts.

Probationary Period:

8:02 New hires shall be on probation for sixty (60) days. Upon successful completion, seniority will be from date of full-time employment.

8:03 It is understood that admission to the United States of America is a condition of employment. Should an employee fail to be granted admission his employment will be terminated.

Layoff and Rehire:

8:04 Seniority shall be maintained in the reduction and restoration of the working force, providing the senior person is capable of performing the remaining job or jobs.

When an employee is laid off for lack of work, he will then have the right to fill, if qualified and capable, any position in one of the other units to which his seniority will entitle him, starting the next scheduled shift. An employee wishing to apply his seniority for placement in another unit shall be pre-qualified.

8:05 An employee on lay-off is required to:

- a. Keep the Company advised of his/her current address and available telephone number.
- b. Advise the Company if he/she will be unavailable for more than three consecutive days.

8:06 The Company shall maintain a seniority list at the Aldergrove Terminal. Copies of current lists will be provided by the Company to the Teamsters Local 213 Vancouver office.

Loss of Seniority:

- 8:07 Seniority will not be retained by an employee who is laid off for lack of work and who is not recalled within a period of six (6) months from the date of lay-off.
- 8:08 An employee will automatically lose his seniority and cease to be an employee of the Company if he is absent from work for three (3) consecutive days without having notified the Company and received permission to be absent in advance.
- 8:09 When an employee on lay-off is recalled by telephone, and declines or fails to report within three (3) consecutive shifts, he will lose his/her seniority and cease to be an employee of the Company. The Company must attempt contact at the employee's last known phone number three (3) times a day, for three (3) consecutive days.
- 8:10 Any employee on their sixty-fifth (65th) birthday will be removed from the full-time seniority list. These employees may continue to work part-time.

Severance Pay:

- 8:11 Should the Company decide to close down any terminal or operation, in full or in part, which would result in the layoff or termination of regular employees, it is agreed that the Union and affected employees will be given as much notice as possible.

The Company and Union shall meet as soon as possible to discuss the following:

- a. Relocation of employees.
- b. Retention of seniority.
- c. Payment of severance pay in lieu of notice.

In the case of severance pay in lieu of notice, the Company agrees to pay each employee with one (1) year or more service with the Company one (1) week's pay for each year of service at the employee's current regular rate of pay.

If severance pay is paid to any employee upon his request before his right to recall expires, the employee forfeits his right to recall.

Dispatching:

- 8:12 Dispatching of employees will be according to seniority. In the event of job cancellation for any reason (short term or long term), displaced employees will have the right to any job he/she is qualified and capable of performing,

displacing junior most employees whenever possible. Displaced employees will be placed in the junior most position qualified for.

ARTICLE 9 - VACATIONS

9:01 The Company will post the vacation schedule in a place where the employees have access to it.

9:02 All employees in service of the Company for one (1) year or longer shall be granted vacation in accordance with the schedule outlined in Article 9.03 and based upon service with the Company. Election of the first two (2) weeks for vacation must be made by April 1.

9:03 **Vacation Allowance:**

YEARS OF SERVICE	LENGTH OF VACATION (WEEKS)	PAYMENT
1 year - 5 years	2	4% of gross
6 years - Over	3	6% of gross

9:04 Employees shall be entitled to take their annual vacation in one (1) continuous period, dependent upon the efficient operation of the business. At the employee's request, annual vacations will be divided into two (2) periods, no less than one (1) week in one of the two (2) periods, i.e. three (3) weeks entitlement - two (2) weeks and one (1) week.

Statutory Holidays:

9:05 The following days shall be recognized as Statutory Holidays:

New Year's Day	BC Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	Canada Day
Remembrance Day		

Regular employees will receive a standard day's pay at their applicable hourly rate for the Statutory Holidays listed above, based upon eight (8) hours.

9:06 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 normally be observed as the holidays. The Company may substitute other days if Monday or Tuesday are not considered a holiday within the Industry.

9:07 Should the work schedule require an employee to work on the Statutory Holiday, he will be paid for the day at regular rates plus Statutory Holiday pay for the day.

ARTICLE 10 - GENERAL WORKING CONDITIONS AND RULES

10:01 The Company shall not require any employee covered by this Agreement to work from his regular starting time more than five (5) consecutive hours without a break of at least thirty (30) minutes without pay.

10:02 When an employee is required to work in excess of twelve (12) hours, the Company shall pay for a meal, to a maximum of twelve dollars (\$12.00). A receipt for that meal is required.

Coffee Break:

10:03 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 fifteen (15) minutes each.

Labour Management and Safety Meetings:

10:04 It shall not be reason for discharge or suspension if any employee refuses to work in any area that is unsafe in accordance with the Workers' Compensation Act and regulations. Any such area will be referred to the Labour Management and Safety Committee.

Equipment and Safety:

10:05 a. It is to the mutual advantage of both the Company and the employee that employees shall not operate vehicles which are not in safe operating condition.

b. Employees shall not be required to operate mobile equipment which is restricted to terminal or terminal yard operations that is in such a state of disrepair as to endanger the operator or other personnel in the working area.

10:06 When an employee meets with a personal accident or injury while on the job and is unable to continue working for the balance of his shift he shall be paid his full day's wages for the day of the accident or injury, less the amount the employee receives from his health care plan or the Workers' Compensation Board.

10:07 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, provided the employee did not act in breach of motor vehicle regulations or the criminal code. The Company shall 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 the employee is required to appear as a witness on behalf of any court case or accident as outlined above.

Jury Duty:

- 10:08 Leave of absence with eight (8) hours pay for each normally scheduled day missed. The employee will return to the Company any monies received from the Court on the days he/she receives money from the Company.
- 10:09 It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

Bereavement Leave:

- 10:10 When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence without pay. In addition, he will be excused from and paid for the balance of that working shift.
- 10:11 A regular employee's immediate family is defined as an employee's spouse, mother, father, son(s) and stepson(s), daughter(s) and step-daughter(s), brother(s) and sister(s), mother-in-law, father-in-law, brother-in-law, grandfather, and grandmother. Step and foster parents shall be deemed to mean father and mother.
- 10:12 Upon giving reasonable notice, an employee shall be granted time off without pay for the purpose of attending a funeral, providing that the granting of such time off shall not be detrimental to the efficient operation of the business.

Leave of Absence:

- 10:13 Leave of absence for up to six (6) months may be granted at the discretion of the Company. All applications for leaves of absence must be made in writing. An application shall be replied to in writing.

Any employee on leave of absence engaged in gainful employment without proper written permission from both the Company and the Union, or who fails to return to work upon expiry of the leave, shall no longer be considered an employee of the Company.

License Tests:

- 10:14 Whenever it becomes necessary for an employee to undertake tests for renewal of licenses or tickets, the Company shall, upon request, provide appropriate equipment for this purpose. Such tests will be taken on the employee's own time.
- 10:15 Any driver with two (2) or more years of service who is required under the Motor Vehicle Regulations to undertake a physical examination as a condition of continuing to hold a valid driver's license shall be reimbursed to

the full amount charged provided a receipt is submitted to the Company.

Working Foremen:

10:16 A working foreman at Company stations may be employed.
He shall be a member of the Union and be entitled to all rights and conditions in accordance with this Collective Agreement.

10:17 The Company will provide bulletin boards at its terminals on which to post changes in Company rules and regulations and on which the Union may post necessary notices to its members. All Union notices are to be dated and signed by an Official of the Union.

Training:

10:18 Training will be provided on an as needed basis. If the bargaining unit has no qualified employees for a particular job the Company reserves the right to hire a qualified employee from outside, no full-time employee will be laid off without receiving reasonable training for a new position. This training will not be provided to bump any existing full-time trained employee. The Company and the Union will establish what is reasonable.

ARTICLE 11 - GRIEVANCE PROCEDURE

Qualifying Period:

11:01 If, during the term of this Agreement, there should arise any differences between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violation thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and 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 in writing to the Manager 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 or the grievance shall be deemed to be abandoned. Once a grievance is placed, the onus is upon both parties to resolve the matter as quickly as possible.

Time to Resolve Dispute:

11:02 In the event that the Company and Union representatives fail to reach a satisfactory settlement within fifteen (15) days after the date the grievance is

filed, or within such longer time as the parties agree to, then it may be referred to an Arbitration Board of three (3) persons, or, if mutually agreed upon, a single Arbitrator as follows:

Arbitration:

- 11:03 The party desiring arbitration shall appoint a Member of the Board and shall notify the other party in writing of its appointment, and particulars of the matter in dispute.
- 11:04 The party receiving the notice shall, within fifteen (15) days thereafter, appoint a Member of the Board and notify the other party of its appointment.
- 11:05 The two arbitrators so appointed shall confer to select a third person to be Chairman, and failing for ten (10) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such third Member.
- 11:06 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days, or as otherwise agreed by the Arbitration Board.
- 11:07 The award of the Arbitration Board shall be final and binding upon both parties.

Cost of Chairman:

- 11:08 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

ARTICLE 12 - HEALTH AND WELFARE

Health and Welfare:

- 12:01 Effective January 27th, 2003, the Employer agrees to continue to continue participation in the Teamsters Local 213 Health and Welfare Plan and Trust Fund (The Plan and Fund) for all regular employees subject to the jurisdiction of this Agreement (hereinafter referred to as "employees"). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
- (1) from the effective date for all employees who have completed the requirements as set forth in (2) below as of the effective date;
 - (2) for all other employees as of the effective date and all employees whose date of employment is after

the effective date, from the first (1st) day of the month next following or coincident with the date which is three (3) months after his date of employment.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

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.

12:02

The Employer shall remit the required contributions effective January 27th, 2003 of \$299.00 per employee per month under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made available to the Teamsters (Local 213) Distribution Fund.

12:03 The required contributions may be increased by the increase of the Medical Services Plan of B.C. from the date of such increase and the portion of the contribution attributed to the Dental Benefits may be increased by the increase of the College of Dental Surgeons of B.C. Fee Guide.

Should there be a further increase in premiums after October 31st, 2007 and prior to the signing of a new collective agreement, the Employer agrees to pay such increase.

12:04 The Employer may request that the Weekly Indemnity, short term disability benefit be increased to the minimum required to establish or retain the E.I. premium Reduction and agrees to pay the increased contributions required to provide for this benefit increase.

12:05 When an employee goes off work ill or on compensation or a grievance is invoked on his discharge, the Employer shall continue to pay his Welfare fees and Union dues for a maximum of three (3) months, so that at all times the employee shall be protected to the utmost. At the end of three (3) months, the affected employee will clear up his deficit, upon so doing he will be eligible for a further three (3) months protection. When an employee returns to work, the Employer shall deduct from his earnings any monies the employee would normally have paid. In the event an employee does not return to work and the employee refuses to or neglects on demand at his last known address to make restitution for such monies normally paid by the employee, the Union shall then reimburse the Employer for said amount.

The employee shall be notified when he is three (3) months in arrears and the period of such coverage shall exceed six (6) months only by mutual agreement of the two (2) parties.

12:06 An employee who is off sick or injured must be eligible for and collecting either W.C.B. or Teamsters Local 213 Members Benefit Plans Weekly Indemnity or Long Term Disability. When the employee is not supported by either W.C.B. or the Teamsters Local 213 Members Benefit Plans, he/she will be considered absent without leave as described in Section 8:08 of this Agreement.

12:07 The full cost of the health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.

12.08 The Union shall make every effort to ensure that all employees who are off on weekly indemnity are assessed on

a regular basis to ensure that their inability to work is confirmed.

It shall be the responsibility of the employee off work on either W.C.B. or Teamsters weekly indemnity program, to keep in weekly contact with the Company by telephone, and to inform the Company of any progress, treatment plans and anticipated return to work date.

Pension Plan:

12:09 The Teamsters' Pension Plan will be mandatory for all members on the basis of Employer contributions at the following rates for the three (3) employees listed below as follows:

Swart, Rudy
Donaldson, Derek
Black, Murray

The Company shall make contributions to the Plan at the rate of two dollars and sixty-one cents (\$2.61) per hour based on the hours for which the employee receives remuneration. For members other than the three listed above, the Employer will contribute one dollar and sixty-five cents (\$1.65) per hour for all hours worked.

ARTICLE 13 - TERMS AND CONDITIONS

13:01 On or about August 1st, 2004 the parties will commence negotiations for renewal of the wage and pension package.

New wages will be effective November 1st, 2004. Failing agreement by the parties, the matter will be settled by binding Arbitration.

ARTICLE 14 - DURATION

14:01 This Agreement shall be in effect from November 1st, 2002 to and including October 31st, 2007, and from year to year thereafter, subject to the right of either party signatory to this Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is October 31st, 2007 or immediately preceding the last day of October in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

14:02 Providing either party has given notice to the other party to commence negotiations, the Agreement will continue in full force and effect until the Union shall give notice of strike or the Company shall give notice of lockout, or the parties shall conclude a renewal or revision of the existing Agreement or a new Collective Agreement.

ARTICLE 15 - GENDER

15.01 Wherever the use of either gender is used herein, it shall also apply to the other gender wherever applicable.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

HOURLY RATES

CLASSIFICATIONS	EFFECTIVE NOV 1/02
Truck Drivers:	\$18.69

New employees will receive 95% of this rate until one (1) year seniority is achieved.

- Working Foreman: Will receive seventy-five cents (\$0.75) per hour in addition to the Truck Driver's rate.
- Lowbed Operator: Will receive two dollars and fifty cents (\$2.50) per hour in addition to the Truck Driver's rate.

SCHEDULE "B"

1. **OWNER/OPERATORS DEPENDENT CONTRACTORS**

An Owner/Operator or 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 Standard Teamsters 213 Lower Mainland Road Building (Utility) Agreement as applicable to Owner/Operators and 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 and 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 current dues receipt.
- (iv) **Method of Payment of Contributions and Deductions**
The contributions referred to in Clause VIII (a) Training and Upgrading and Clause VIII (c) Teamsters Advancement Fund and the deductions referred to in Clause XVIII (a) Dues Supplement and (b) Teamsters Local Union 213 Owner/Operator, Building, Recreational and Legal Fund.

(a) **Training and Upgrading**

Effective March 1st, 1998, the Employer shall make contributions at the rate of twenty-four cents (24¢) per hour for which wages are payable hereunder for each employee and Owner/Operator/Dependent Contractor.

When the Owner/Operators Dependent Contractors are working on a Flat Rate or Ton Mile Rate the Employer shall make contributions at the rate of two dollars and forty cents (\$2.40) per day. Such contributions shall be submitted to the Teamsters Local Union 213 Training and Upgrading Programme and payable by the fifteenth (15th) day of the month following that to which they refer in accordance with Clause XVIII.

(b) **Advancement Fund (Owner/Operator/Dependent Contractor)**

Effective November 1st, 2002, the Employer shall make contributions at the rate of twenty-three cents (23¢) per hour for which wages are payable hereunder for each Owner/Operator Dependent Contractor covered by this Agreement.

When Owner/Operators Dependent Contractors are working on a Flat Rate or Ton Mile Rate, the Employer shall make contributions at the rate of their net load.

Contributions shall be submitted to the Union by the fifteenth (15th) day of the month following that to which they refer in accordance with Clause XVIII.

(Clause applicable to Owner/Operators Dependent Contractors.)

(c) **Dues Supplement**

Effective November 1st, 2002, forty-five cents (45¢) per hour dues supplement shall be deducted from each employee and/or Owner/Operator Dependent Contractor covered by this Agreement for each hour for which wages are payable hereunder and remitted to the Union not later than the fifteenth (15th) day of each month following the month in which deductions were made. Owner/Operators Dependent Contractors shall be deducted four dollars and fifty cents (\$4.50) per day when working on a Flat Rate or Ton Mile Rate.

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.)

(d) **Teamster Local Union 213 Owner/Operator Building, Recreational & Legal Fund**

Effective November 1st, 2002 the Employer shall deduct from the Owner/Operator Dependent Contractor's wages at the rate of seven cents (7¢) per hour for which wages are payable hereunder (however, this shall not be compounded on overtime) for each Owner/Operator/Dependent Contractor covered by this Agreement to the Teamsters Local 213 Owner/Operator, Building, Recreational and Legal Fund and payable by the fifteenth (15th) day of the month following that to which they refer.

(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 Teamsters Local 213 Members Benefit Plans, 490 E. Broadway, Vancouver, B.C. V5T 1X3. These contributions and deductions are due not later than the fifteenth (15th) 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 Employer has failed to pay delinquent contributions then the Employer agrees that all contributions/deductions due and payable in accordance with this Agreement are in arrears and subject to a delinquency charge of two percent (2%) per month of the total amounts of the unpaid Trust Fund in arrears and will attach to those 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 Employer of any further liabilities which may occur because of his 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.

It is agreed that this is an interpretation of changes from Imperial to Metric conversion.

For Cities, Towns & Villages

On all jobs situated within eighty (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 established area rates.

- (i) For the Lower Mainland and Fraser Valley (Hope on the East, Vancouver on the West, the U.S. Border on the South, to Squamish on the North, inclusive) the established area rates are as follows:

Tandems	Per Tonne Hour
November 1 st , 2002 - \$3.86 per tonne hour	
Minimum rate/Legal Load	November 1st, 2002 \$ 56.00

Tandem & Pony	
November 1 st , 2002 - \$3.00 per tonne hour.	
Minimum rate/Legal Load	\$ 78.00

Tandem & 3 Axle Trailer	
November 1 st , 2002 - \$2.67 per tonne hour.	
Minimum rate/Legal Load	\$ 88.00

Tandem & 4 Axle Trailer	
November 1 st , 2002 - \$2.67 per tonne hour.	
Minimum rate/Legal Load	\$104.00

Haul Rates southside of the River from the Municipality of Delta eastern boundary, east to Hope:

Tandem & 3 Axle Trailer

November 1st, 2002 - \$2.44 per tonne hour.

Tandem & 4 Axle Trailer

November 1st, 2002 - \$2.44 per tonne hour.

(ii) **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 met for the major portion of the shift.

The Dependent Contractor and Teamsters Local Union No. 213 must be advised and agree on this rate for work under this provision.

(iii) **Combination Units**
(Semis, Sliders)

March 1st, 1998 - \$3.00 per tonne hour

(iv) **Tandems Pulling Company Owned Trailers**

(a) When pulling a Company owned trailer the legal load rate of the combination unit will be reduced by fifteen percent (15%).

i.e. 26 metric tonnes
1998 rates \$78.00 less 15% = \$66.30

(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 trailer.

3. **FLAT RATE & TON MILE RATE**

The 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 45 days the average will be taken for the duration of the project. On jobs more than 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 (15th) 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.

4. **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 thereafter.

5. **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.

6. **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 Employer 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 lay off 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 Article XIV of the Agreement.

7. **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 under the provisions of Clause XXII, 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.

8. **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.

9. **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 discharged.

Such holdback will be paid within twenty (20) days of the required proof being given. (Association to provide format of form for reimbursement.)

10. **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 (30th) 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.

11. **DUES SUPPLEMENT**

Dues Supplement shall be deducted in accordance with Clause XVII Dues Supplement of the Agreement.

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:

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

- (ii) 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, prime contractor and/or representative to provide for payment of wages and benefits within an additional forty-eight (48) hours.

- (iii) Should the matter not be resolved at the above mentioned meetings, 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 Employer withdraw its members from the Employer without contravening the terms of this Agreement.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **BOBELL TRUCKING LTD.**
3365 - 264th Street
Aldergrove, B.C. V4W 2X3

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

RE: OWNER OPERATORS/DEPENDENT CONTRACTORS DUMP TRUCK RATES

The Parties agree to increase Owner Operators/Dependent Contractors Dump Truck rates by the same amount negotiated between Teamsters Local Union No. 213 and Lower Mainland Road Building (UTILITY) Agreement (T.U.G.).

DATED AT Vancouver, British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: **BOBELL TRUCKING LTD.**
3365 - 264th Street
Aldergrove, B.C. V4W 2X3

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

Re: Banked Time

The Parties hereby AGREE as follows:

The maximum number of days banked cannot exceed **ten (10)** at any time.

All banked days are to be used as time off with pay, either by mutual agreement or at the employee's request due to a lack of work.

Banked time not used prior to March 31st of any year will be paid out on the last pay period prior to that date.

The method for banking time is described as follows:

1. Time slip to be banked is identified by writing **please bank** in red ink on the slip.
2. A designated office person then signs the original slip.
3. A photocopy is kept on file.
4. The original slip is returned to the employee.

The method for collecting banked time is as follows:

1. The employee hands his original, signed slip to the designated person prior to payroll cut-off, which is the Saturday before payday.
2. The photocopy is returned to the employee as his proof of receipt. The employee does not throw it away until after he has been paid.

DATED AT Vancouver, British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 3

BETWEEN: **BOBELL TRUCKING LTD.**
3365 - 264th Street
Aldergrove, B.C. V4W 2X3

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

Re: Hours of Work

- A two-week pay period may constitute up to 95 hours of work, at straight time
- When an employee's hours approach 95 within a pay period and where working an additional shift will cause the 95 hours to be exceeded, the company will ask the employee if an additional shift(s) is desired. If an additional shift(s) is accepted, it will be worked at straight time.
- If the employee chooses not to work shifts starting beyond 95 hours in a pay period, the company will release the employee from duty. If the company cannot release the employee from duty, the employee will be paid a rate one and one-half times (1½X) the hourly rate for all hours in excess of 95.
- An employee who elects to limit their pay periods to 95 hours maximum must notify the company of their intentions prior to April 1st and October 1st. New hires must declare their intention within 30 days of hire.
- An employee who chooses to limit their hours may be given a day off at any point within the pay period, if there exists a reasonable probability that the employee will be offered 95 hours within the pay period.
- Regular and 'premium' hours may be banked at the appropriate rate and in accordance to the "BANK TIME LETTER OF UNDERSTANDING".
- Statutory holiday hours will be included in the calculation of hours worked.
- Seniority will be considered when allotting days off.

This Letter of Understanding will remain in effect through the term of this collective agreement. See Article 14 - Duration.

DATED AT Vancouver, British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION