

LETTER OF UNDERSTANDING

BY AND BETWEEN

CONCRETE PUMPING COMPANIES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

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

1. The Company shall be required to sign this agreement with the Union before they are able to apply the conditions set out herein.
2. This Letter of Understanding shall be in effect from May 1, 2005 to April 30, 2009.
3. This Letter of Understanding shall not apply to any Company if it is found that the Company is involved in or supports double-breasting.
4. All conditions of the May 01, 2000 to April 30, 2004 Heavy Construction Agreement shall apply to the work done by the Company except as changed by this Letter of Understanding.
5. The standard work day shall commence between the hours of 6:00 a.m. and 12:00 noon. Any employee called out to work after 12:00 noon shall be paid from 12:00 noon regardless of when such employee started.
6. When an employee works more than four (4) hours he shall be paid actual hours worked.
7. The following holidays shall be paid at double time (2x) when worked:

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

12. When an employee is called out for work and **no work is performed**, he shall be paid a minimum of:
 - a) On regular shifts, two (2) hours at straight time.
 - b) On Saturdays, Sundays and General Holidays, two (2) hours at the applicable overtime rates.
13. All work performed on Saturdays. Employees will be paid time and one-half (1.5x) for the first eight (8) hours. All hours worked thereafter shall be paid at double time (2x).
14. **SENIORITY**
 - a) All employees who have been employed by the Company more than ninety (90) days shall accrue seniority from their date of hire.
 - b) The Company shall post and maintain an up-to-date seniority list for all employees covered by this Letter of Understanding. The list shall contain the date when each employee commenced employment with the Company.
 - c) Seniority shall be the determining factor for the purposes of daily callout, layoffs, recalls from layoffs, and holidays, provided the employee with the greatest seniority has the qualifications, skill and ability to perform the work in question. Subject to the terms of this section, in the event of a layoff, the employee with the least seniority shall be laid off first. Should the most senior qualified employee not be available, then the employer can proceed to the next employee as long as the employer maintains a verifiable record of calls. A concrete pump operator may be name requested by a contractor regardless of seniority.
 - d) In recognition of the unique nature of this industry, it is understood that employees properly assigned to a specific work assignment on a specific project for a specific client shall not be subject to bumping by an employee not assigned to the same project. This provision shall remain for the period of the employee's assignment only.
 - e) Seniority shall be retained in the event of layoff due to lack of work for a period equal to the employee's length of service to a maximum of eighteen (18) months. The most senior person on layoff shall be the first rehired, subject to the terms of this Article.
 - f) Seniority shall not be retained in the event of termination for cause (subject to grievance procedure), quitting, or employment by the Company outside the bargaining unit.
15. It is recognized that because of the nature of the employer's business, there may be occasions when a concrete pump operator may be required to leave a pump at a location other than the employer's yard or may be required to report to work at a location other than the yard and move a pump back to the yard, or to another location. In these circumstances, such employee will require transportation to his vehicle. It is recognized that such transportation is to be supplied by the employer and time required is time worked.
16. A two hundred dollar (\$200.00) allowance for safety boots, gloves, and rain gear will be paid to each concrete pump operator on May 1st of each year of the agreement. Concrete pump operators shall receive this allowance after one (1) year of employment.

SCHEDULE "A"

Wage Rates and Classifications

	<u>May 1st, 2005</u>	<u>May 1st, 2006</u>	<u>May 1st, 2007</u>	<u>May 1st, 2008</u>
Mechanics and Welders	\$29.62	\$30.37	\$31.12	\$31.87
<u>Concrete Pump Operators:</u>				
Concrete Line Pump	27.81	28.56	29.31	30.06
Concrete Boom Pump under 42m in length	28.81	29.56	30.31	31.06
Concrete Boom Pump 42m-52m in length	30.00	30.75	31.50	32.25
Concrete Boom Pump over 52m in length	31.50	32.25	33.00	33.75

* Hourly wage rates include Metro travel.

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

Schedule of Total Employer/Employee Contributions

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

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

	<u>May 1st, 2005</u>	<u>May 1st, 2006</u>	<u>May 1st, 2007</u>	<u>May 1st, 2008</u>
Benefits Plan	\$1.90*/hr ST	\$1.90*/hr ST	\$1.90*/hr ST	\$1.90*/hr ST
Pension Plan	3.75	4.00	4.10	4.15
Apprenticeship Plan	0.12	0.12	0.12	0.12
Supplementary Dues	0.54	0.54	0.54	0.54
Tool Allowance Fund	0.06	0.06	0.06	0.06
OE Advancement Fund	0.17	0.17	0.17	0.17
Rehabilitation Fund	0.02	0.02	0.02	0.02

Signed this _____ day of _____, 2005.

GASTALDO CONCRETE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

REYNOLDS BROS. CONCRETE LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115