

**COLLECTIVE AGREEMENT**

**BETWEEN**

**KASK BROS. READY-MIX LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2005 - December 31<sup>st</sup>, 2008**

**DON MCGILL  
Secretary-Treasurer**

**KASK BROS. READY-MIX LTD.**

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## **SPECIAL BUILDING SUPPLY AGREEMENT**

THIS AGREEMENT EFFECTIVE THE 1<sup>st</sup> DAY OF JANUARY, 2005.

**BETWEEN:**           **KASK BROS. READY-MIX LTD.**  
7500 Barnet Highway  
Burnaby, B.C.

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

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

NOW THEREFORE, the parties agree hereto as follows:

### **ARTICLE 1 - INTERPRETATIONS AND EXTENT**

#### **Interpretation:**

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

### **ARTICLE 2 - UNION SECURITY**

**Coverage:**

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

**Membership:**

- 2:02 All employees covered by this Agreement must be members in good standing of the Union.
- 2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.
- 2:04 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

**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 either monthly or quarterly, in advance, and that the payment schedule is to be determined by the Union. Dues shall be deducted from the second pay of the month previous to the period for which they are applicable.

**Picket Lines:**

- 2:06 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.

**Unfair Jobs:**

- 2:07 It shall not be considered a violation of this Agreement or 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:**

- 2:08 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:**

2:09 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 reasons. 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 by the Company.

2:10 Shop Stewards shall be present, if requested by the employee, whenever he or she is being interviewed over a formal disciplinary matter.

**Business Representatives of the Union:**

2:11 In the carrying out of regular duties Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or foreman prior to visiting the Company's premises.

**ARTICLE 3 - HIRING**

3:01 When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) days in which to become a member of the Union, or be replaced by a Union member when available.

**Contract and Hired Trucking:**

3:02 The Company agrees that cartage work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate Company equipment is available for this work and members of the bargaining unit normally performing this work would be laid off or not returned to the active payroll as a result.

3:03 Should it become impossible for the Company to hire outside equipment locally from:

(a) Companies or Owner Operators with employees under agreement to this Local Union, or

(b) Members of this Local Union,

then the Company shall be free to hire outside equipment from Companies with employees under agreement to another Teamsters Local.

3:04 In every instance such equipment shall be operated by members of the Teamsters Union.

**Rental Equipment:**

3:05 When Company equipment is leased or rented to other persons or Companies, such equipment shall be operated by Company employees who are members of the Union.

**Contract Work:**

3:06 The contracting out of work other than cartage shall require the consent of Teamsters Local Union No. 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, providing the work is being done by Union personnel.

**ARTICLE 4 - NEW CLASSIFICATIONS**

**Rates and Effective Dates:**

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

**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 reasons for discharge with a copy to the Union. This notice shall be given with their final cheque.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**Management:**

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

**ARTICLE 7 - WAGES AND WAGE STATEMENT**

**Wages:**

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

**Statement:**

- 7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. In the case of drivers paid on a mileage basis, the number of miles driven, the mileage rate and the earnings therefrom shall also be shown. Such statement shall also include all year-to-date summaries.
- 7:03 Vacation pay shall be deposited bi-weekly in the banking facility of the employee's choice.
- 7:04 If an employee is discharged by the Company, he shall be paid all monies due in three (3) working days. The monies shall be payable through Head Office or registered mail and shall be mailed to the employee upon request.
- 7:05 If an employee resigns on his own accord, he shall be paid on the next scheduled pay day.
- 7:06 Employees shall be paid every second (2nd) Friday during working hours. Paycheques will be deposited in the banking facility of the employee's choice by noon.
- 7:07 The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee. Additionally, the Company shall deliver each employee's pay statement to the worksite no later than each payday.

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

**Hours of Work:**

- 8:01 The work week for all employees covered by this Agreement shall consist of five (5) eight (8) hour days, commencing Monday and ending Friday. The work days shall commence not earlier than 7:30 A.M. and shall finish not later than 4:00 P.M. as presently provided, however, those employees who are employed in the delivery of materials and those employed in loading such materials may commence work at 6:00 A.M., 6:15 A.M., 6:30 A.M., 6:45 A.M., 7:00 A.M., 7:15 A.M., 7:30 A.M., 7:45 A.M., 8:00 A.M., 8:15 A.M., 8:30 A.M., 8:45 A.M., or 9:00 A.M. Scheduled commencement times within each job category shall be determined by seniority and once established shall not be changed for any employee for one (1) week and if not changed at the

completion of one (1) week, there cannot be any change for a further one (1) week period.

8:02 The work day shall be an eight (8) hour period, excluding a one-half ( $\frac{1}{2}$ ) hour break for a meal, mid-shift. The current practice regarding lunch breaks will continue.

**Guarantee:**

8:03 Any employee who is called out to work shall be paid not less than eight (8) hours' wages at straight time or double time, whichever is applicable.

8:04 Any employee called back after having worked that day or his shift shall receive a minimum of four (4) hours' pay at double time (2x) rates.

8:05 Drivers shall be notified at five (5) pm the day previous if they are required for duty, and then shall not report until recalled.

**Early Start:**

8:06 Any employee starting prior to his regular starting time, and who has been paid overtime rates, shall be paid from his regular starting time, as far as his guaranteed callout and daily guarantee is concerned.

**Late Start:**

8:07 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees called in before or after their regular starting time shall be allowed up to one-half ( $\frac{1}{2}$ ) hour after their regular starting time to report for work, unless reasonable circumstances warrant a longer time to report for work being allowed.

**Break Between Shifts:**

8:08 Eight (8) hours shall be the minimum break between an employee's finishing time and his following starting time, otherwise overtime rates shall prevail for the entire shift. This Clause shall not apply when an employee is bumping to the opposite shift.

**Daily Overtime:**

8:09 Overtime will be paid at time and one-half ( $1 \frac{1}{2}$ ) for the first two (2) hours and double time (2X) thereafter.

Saturday work shall be on a voluntary basis with a rotating shift cycle for employees not laid off during that entire week. Saturday will be paid at

double time (2X) for the first four (4) hours worked. Employees wishing to volunteer for Saturday work must do so by the end of their shift on Monday. Thereafter, the Company may seek volunteers for Saturday work from retired employees. Start times on Saturday shall be determined by seniority for all Saturday work known to the Company by 2:30 p.m. on Friday. In the case of changes or additions to Saturday work occurring after 2:30 p.m. on Friday, the Company will assign start times by seniority if possible. Employees who work overtime shall be guaranteed four (4) hours of work on Saturdays. Employees must work the minimum four (4) hours. However, if the employee of his own volition asks to be booked off prior to the four (4) hours he shall be paid at double time (2X) for only those hours worked.

Sunday work shall be paid at double time (2X).

8:10 Overtime shall be divided as evenly as possible within each job classification or within a work area and every attempt will be made by the Company to distribute overtime on an equal percentage 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. The hours and percentage calculation shall be reviewed and calculated for each quarter. (Seniority will be kept in mind.)

**Normal Days Off:**

8:11 Double time (2x) shall be paid for all hours worked on an employee's normal day off.

8:12 Employees may request permission to refuse to work overtime, providing such request is made during the first half of the employee's shift. Confirmation of such request will be given in the first half of his shift and such permission shall not be withheld provided the Company's operations are not adversely affected by a shortage of personnel.

**Additional Shifts:**

8:13 Where more than one (1) shift is required and continued for three (3) or more consecutive days, eight (8) hours exclusive of a meal period shall constitute the second shift for which the shift premium of forty cents (\$0.40) per hour shall be paid. Eight (8) hours exclusive of a meal period shall constitute the third shift for which a shift premium of fifty cents (\$0.50) per hour shall be paid.

8:14 Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.

- 8:15 In the event that additional shifts are not required for three (3) consecutive days, or more, overtime rates shall be paid.
- 8:16 When additional shifts are required, a two (2), three (3) or four (4) week swing shift shall be established wherever possible. The senior men shall have first choice as to which shift they shall start at, and will then rotate.
- 8:17 Should the Company require a second or late shift, all employees in order of seniority shall be given a choice to either take the shift or remain on days. Once the shift requirements are met, there shall be no bumping of employees on that shift for a period of one (1) week. This shall not apply in continuous pour operations.
- 8:18 When due to continuous pours for periods of five (5) days or more, the start of the work week shall be at 12:01 A.M. Monday and shall end at 12:00 midnight Friday.

**Maintenance:**

- 8:19 The work week for Maintenance Employees only shall be from Monday to Friday or from Tuesday to Saturday. Under the Tuesday to Saturday schedule, Monday becomes a normal day off, or alternatively an overtime day.
- 8:20 Once established, the work week cannot be changed unless agreed to by the signatories to this Agreement.
- 8:21 Employees other than Maintenance employees can perform maintenance work on Saturday, Sunday or Monday provided the employee volunteers for the work and no maintenance employee is displaced as a result.
- 8:22 With reference to mechanics, machinists and maintenance men as per Article 8:01, the afternoon shift shall be nine (9) hours' wages for eight (8) hours work and the graveyard shall be nine (9) hours' wages for seven (7) hours work.

**ARTICLE 9 - SENIORITY**

**Probationary Period:**

- 9:01 All new employees shall have a probationary period of sixty (60) days worked.

**Seniority List and Classification:**

9:02 The Company shall keep posted on a suitable notice board on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed at least every three (3) months, and shall show the employees' classifications.

**Layoff and Re-hire:**

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

9:04 (a) Any employee subject to a layoff through a reduction of the work force shall have the right to exercise his seniority to continue to work in a position held by a less senior man. When filling a position through this procedure, the employee must be reasonably competent to perform the duties of the position into which he bumps. Any employee obtaining a classification as outlined above must return to his regular classification when required.

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

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

**Job Posting:**

9:06 The Company shall post and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, on a suitable notice board at each place of business maintained by the Company, notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work. All employees may post into classifications or areas consistent with their seniority.

9:07 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

- 9:08 (a) The successful applicant shall be on probation in his new job for thirty (30) working and/or training days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all postings and the assignments of such postings.
- (b) Employees engaged in training shall receive their previous rate of pay until the training period is complete. Thereafter, such rate applies only while performing the job trained for.

**Loss of Seniority:**

- 9:09 All employees who are laid off or terminated for lack of work shall retain their seniority for a period of twelve (12) months from date of layoff or termination.
- 9:10 Should a properly notified employee, however, not report for work then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

**ARTICLE 10 - STATUTORY HOLIDAY**

**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 December 31st, and any other holiday proclaimed by the Provincial or Federal Government, 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.

**Qualify:**

- 10:02 Employees who have qualified under 10:01 shall also 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. Employees will not qualify if on W.C.B. or Sick Pay.
- 10:03 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. December 31st will be observed on the day on which it falls.

## **ARTICLE 11 - ANNUAL VACATION**

### **Two Weeks:**

11:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks' vacation with pay equal to 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 in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to 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 eight (8) years' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) 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' continuous service in the employ of the Company and has worked a minimum of one thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to 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' continuous service in the employ of the Company and has worked a minimum of one

thousand (1,000) hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks' vacation with pay equal to six 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 (Weeks)</b>	<b>Payment (whichever is greater)</b>
1 year to 3 years less a day	2	2 full weeks or 4% annual gross earnings
3 years to 8 years less a day	3	3 full weeks or 6% annual gross earnings
8 years to 17 years less a day	4	4 full weeks or 8% annual gross earnings
17 years to 25 years less a day	5	5 full weeks or 10% annual gross earnings
25 years and over	6	6 full weeks or 12% annual gross earnings

**Vacation Requirements and Rights:**

11:07      The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2) week, three (3) week, four (4) week, five (5) week, or six (6) week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent through Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to re-qualify by working the minimum one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

11:08      On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per above schedule.

- 11:09 Employees shall be entitled to take their vacation in one (1) continuous period. Vacations shall be taken in the year in which they are applicable, and up to the end of February of the following year (i.e. fourteen (14) months).
- 11:10 Should the Company request the employees who are on vacation to return to work during their vacation period, the Company shall pay said employees wages equivalent to those paid for working Statutory Holidays.
- 11:11 The Company at its option, shall work with the Union in an effort to increase beyond five (5) the number of employees allowed off at any one time for vacation.

**Choosing Vacations:**

- 11:12 The Company shall post a vacation calendar for the benefit of the employees.
- 11:13 Employees shall choose their time off for their annual vacations by seniority.
- 11:14 Where the Company allows an employee to cancel his vacation and where the employee is to remain at work during the cancelled vacation period, if notice for such cancellation is a minimum of two (2) weeks, the Company will make that vacation period available, by seniority, to another employee on a one-for-one basis.

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

**Meal and Work Breaks:**

- 12:01 A thirty (30) minute meal period shall commence no earlier than the fourth (4th) hour and no later than the fifth (5th) hour in a normal work day. Where an employee is requested to work through the lunch break, one-half (½) hour at time and one-half (1 ½) will be paid. The current practice of providing lunch breaks will continue. Lunch breaks will be uniform for all employees.
- 12:02 Where overtime preceding or following the employee's normal shift goes beyond three (3) consecutive hours the employee shall be paid ten dollars (\$10.00) to cover the cost of the meal. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.
- 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, ten (10) minutes each.

**Labour Management:**

12:06 The Company shall establish or continue during the term of this Agreement a Labour Management Committee which shall meet during working hours, at least once each month. A senior representative of management or his delegate shall attend these meetings.

**Industrial Health and Safety Meetings:**

12:07 The Company shall establish or continue an Industrial Health and Safety Committee of which management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

**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 The Company, when requiring First Aid men who work at other duties in addition to their regular rate, shall pay such employees for the ticket required at the following rates:

Forty-five cents (\$0.45) per hour - Class I Ticket

Sixty cents (\$0.60) per hour	-	Class II Ticket
Seventy-five cents (\$0.75) per hour	-	Class III Ticket

**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. Immediately following first aid and as soon as practical after medical treatment, the employee will advise his Supervisor as to his status.

**Time Off Re Accidents:**

- 12:12 (a) Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply as required to appear as a witness on behalf of any case or accident as outlined above.
- (b) Employees shall be allowed time off to attend medical or dental appointments provided twenty-four (24) hours' notice is given to the employee's immediate supervisor except in emergency circumstances.

**Jury Duty and Crown Witness:**

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

**Bereavement Leave:**

12:14 (a) In the event of a death in his immediate family and upon the request of a regular employee, if there is a loss of pay, 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, daughter, mother, mother-in-law, father, father-in-law, brother, or

sister. 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 of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company and shall not be unduly withheld.

- (b) Bereavement leave will be granted in a common-law relationship if the employee testifies in writing that he or she is not officially married to anyone else and that he or she has lived in a common-law relationship as husband or wife for two (2) years or more.

**Leave of Absence:**

12:15 Leaves of absence may be granted at the discretion of the Company and will require the consent of the Union. All applications for leaves of absence must be made in writing. All applications will be replied to in writing and a copy of such will be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.

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

**Medical Examinations:**

- 12:16 The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.
- 12:17 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 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 16:02. 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.

**Licences and Bonding:**

- 12:18 Should the Company or the Superintendent of Motor Vehicles require licences for the job he is doing, such as air tickets, or require an employee to be bonded, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee, and the Company shall be required to pay for any examinations (including medical), licences or bonds they require.

This provision shall also apply to employees absent for any reason who are still on the seniority list.

- 12:19 Should an Insurance Company refuse to insure any employee, every consideration will be given to the employee so that he will not lose his employment.

**Working on Construction:**

- 12:20 In the event that the Company should require any employee covered by this Agreement to engage in work on new construction, in the confines of a construction site or the Company premises and for which more favourable wage rates than those herein contained are paid, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged. The additional benefits will be included in the wage rate.

- 12:21 The above paragraph shall not apply to employees who deliver the products from the Company's established shipping points. It shall, however, apply to employees who are required to remain on the site to off-load or distribute materials from vehicles other than that which they personally operate.

**Higher Classification:**

- 12:22 If a man starts his day's work, he shall not be paid less than his regular posted rate for the work that day. If work is to be made available at a lower classification, he shall be notified the day previous.

- 12:23 If an employee works at a classification of a higher rate for less than two (2) hours, he shall be paid a minimum of four (4) hours at the higher rate and if he works at a classification of a higher rate for more than two (2) hours, he shall be paid the higher rate for the whole shift.

**Coveralls:**

- 12:24 Upon request, the Company shall supply to employees, on an exchange basis, Union made coveralls. Such coveralls to be maintained and delivered by a Company having an agreement with a Teamsters Local Union. Such clothing shall be of proper fit for each employee. The wearing of coveralls to be subject to the comfort of the employee.

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

**Washrooms and Lunchrooms:**

12:25 The Company agrees to maintain in its terminal 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.

These facilities shall be large enough to accommodate the work force as per Occupational Environmental Branch Regulation.

**Time Cards:**

12:26 Employees shall be notified prior to payday or sooner, if possible, of changes to their time cards. The exact change shall also be explained.

**Tools:**

12:27 The Company shall replace with the same quality any tool that is broken or worn in the performance of an employee's duties.

12:28 Any employee on the seniority list at the date of signing this Agreement, who is required by the Company to acquire metric tools, shall be reimbursed by the Company in the amount in excess of the Government Allowance.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

**Qualifying Period:**

13:01 (a) If, during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) days.

(b) Prior to filing a grievance, an attempt must be made to resolve the difference by a meeting between the Shop Steward and the local management.

**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 Parties agree that a Single Arbitrator shall be used as provided for in the **Labour Relations Code**. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party. In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Minister of Labour of B.C. to appoint an Arbitrator.

13:04 The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make his award within ten (10) days from the date of his appointment, provided the time may be extended by agreement of the Parties.

**Suspension or Discharge:**

- 13:05 If the Arbitrator finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitrator, if circumstances are established before him which in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
- 13:06 The Arbitrator shall have the power to substitute a suspension in lieu of a discharge.
- 13:07 The award of the Arbitrator shall be binding upon both parties.

**Cost of Chairman:**

- 13:08 The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.

**Powers of the Board:**

- 13:09 Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitrator as set out in the **Labour Relations Code**.

**ARTICLE 14 - HEALTH AND WELFARE**

**Teamsters' Health and Welfare Plan:**

- 14:01 Employees shall be covered by the Teamsters' (Local 213) Health and Welfare Plan.
- 14:02 The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration:
- January 1, 2005 - Two dollars and ten cents (\$2.10) per hour;
  - January 1, 2006 - Two dollars and twenty (\$2.20) per hour;
  - January 1, 2007 - Two dollars and thirty cents (\$2.30) per hour.
  - January 1, 2008 - Two dollars and forty cents (\$2.40) per hour.

14:03 The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Employer by the Union, which shall provide full instructions.

**Sick Leave:**

14:04 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.

**ARTICLE 15 - PENSION PLAN**

15:01 The Teamsters Pension Plan will be mandatory for all members on the basis of employer contributions at the following rates:

The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employee receives remuneration:

January 1, 2005	- Four dollars seventeen cents (\$4.17) per hour;
January 1, 2006	- Four dollars and forty-two cents (\$4.42) per hour;
January 1, 2007	- Four dollars and sixty-seven cents (\$4.67) per hour;
January 1, 2008	- Four dollars and ninety-two cents (\$4.92) per hour.

**Employee Retirement:**

15:02 Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches pensionable age under the Canada Pension Plan. Any employee, however, may at his option with the consent of the Company retire before reaching that age or by mutual agreement between the Company and the Union, and provided that the employee is in satisfactory health, his retirement may be postponed after his pensionable age.

15:03 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 the employee, forward completed forms/or remit contributions on due date to the Administrator as appointed by Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

**ARTICLE 16 - TECHNOLOGICAL CHANGE**

- 16:01 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 the employees to whom this collective agreement applies.
- 16:02 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 twenty-one (21) days without any loss of pay.

**Severance Pay or Notice:**

- 16:03 The Company shall pay to each employee with more than six (6) months but less than three (3) years of service, severance pay or notice in lieu of pay in the amount of two (2) weeks' pay (or notice) and to each employee with three (3) or more years of service one (1) week's pay (or notice) for each year of service when his employment is permanently discontinued due to automation, technological change or layoff. In the case of layoff where adequate notice was not given, the payment will be made after recall rights have expired.
- 16:04 Severance pay or notice in lieu of as outlined in Article 16:03 shall be paid or given to each employee whose employment is permanently discontinued as a result of the sale, lease or transfer, either in whole or part, of the Company's assets.

**ARTICLE 17 - PROTECTION OF AGREEMENT**

- 17:01 Should the Company or any employee violate the terms of this Agreement as provided in Article 7 - PAYMENT OF WAGES, Article 8 - HOURS OF WORK AND OVERTIME, by paying or receiving less than full wages or overtime as provided in Articles 7 or 8 or failure to remit contributions to the Teamsters' Local 213 Health and Welfare Plan as per Article 14 - HEALTH AND WELFARE, then the following shall apply:
- (a) The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said committee.
  - (b) The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation, said

Bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union which in the event of a further violation will also be forfeited, with each forfeit a replacement bond of twice the value of the one preceding will be posted.

- (c) The Union shall be permitted to inspect the time worked and payroll records of members of the bargaining unit, as well as the contributions made to the Union's Health and Welfare and Pension Plans. The Union shall notify the Employer of its intentions to inspect these records and shall make the necessary arrangements for the time and place. The Union will be allowed the necessary time to complete the inspection.
- (d) In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 13.

#### **ARTICLE 18 - SAVINGS CLAUSE**

18:01 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, except as specified.

#### **ARTICLE 19 - TERM OF AGREEMENT**

##### **Term:**

19:01 This Agreement shall be in full force and effect from January 1<sup>st</sup>, 2005 to and including December 31<sup>st</sup>, 2008 and shall continue in effect from year to year thereafter, subject to the right of either party to this agreement within four (4) months immediately preceding the expiry date, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement.

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

It is mutually agreed that the operation of sub-section 2 and 3 of section 50 of the *Labour Relations Code* is specifically excluded from the operation in this Agreement.

19:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

**Retroactive Requirements:**

19:03 Retroactivity shall be negotiable between the parties. 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.

**ARTICLE 20 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

20:01 The Employer shall deduct from each employee contributions of five cents (5¢) per hour for all hours worked. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on February 5<sup>th</sup>, 2005.

DATED AT \_\_\_\_\_, B.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_ SIGNED ON BEHALF OF THE UNION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "A"**

<b>CATEGORY</b>	<b>Effective Jan 1/05</b>	<b>Effective Jan. 1/06</b>	<b>Effective Jan. 1/07</b>	<b>Effective Jan. 1/08</b>
Batcher	\$24.95	\$25.35	\$25.80	\$26.25
Front End Loader	24.90	25.30	25.75	26.20
**Lead Hand Twenty-five cents (25¢) over highest rate supervised				
Mechanic/Maintenance	25.77	26.17	26.62	27.07
Washout	24.52	24.92	25.37	25.82

Yard	18.75	19.15	19.60	20.05
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**TRUCK DRIVERS**

5 Axle Mixer	25.20	25.60	26.05	26.50
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\*\*Lead Hands are entitled to work with their crews as governed by seniority and shall remain within the confines of their crew's work area.

There will be a training rate for the first two (2) weeks of employment by the Company equivalent to sixty-five percent (65%) of the lowest published wage rate in this collective agreement.

\*\*The Company when requiring persons who work as driver trainers, in addition to their regular rate shall pay such employees an additional one dollar (\$1.00) per hour shift premium.

## APPRENTICES

- (a) Apprentices may be employed at a trade in the ratio of one (1) apprentice to every five (5) journeymen. Following is a table displaying the progression of rates for Apprentices:

First six (6) Months	-	Sixty Percent (60%) Journeyman's rate
Second six (6) Months	-	Sixty-five percent (65%) Journeyman's rate
Third six (6) Months	-	Seventy percent (70%) Journeyman's rate
Fourth six (6) Months	-	Seventy-five percent (75%) Journeyman's rate
Fifth six (6) Months	-	Eighty percent (80%) Journeyman's rate
Sixth six (6) Months	-	Eighty-five percent (85%) Journeyman's rate
Seventh six (6) Months	-	Ninety percent (90%) Journeyman's rate
Eighth six (6) Months	-	Ninety-five percent (95%) Journeyman's rate

- (b) Apprentices shall be paid the difference between their regular pay and the amount from the Apprenticeship Board while attending Apprenticeship School providing they pass their examinations.
- (c) All provisions of this Agreement shall apply to Apprentices except where specifically provided for under the Apprenticeship Act.
- (d) New employees falling in this category will not be required to start at the minimum rate as provided herein, but shall be credited with previous experience as may be proven.

**LETTER OF UNDERSTANDING No. 1**

**BETWEEN: KASK BROS. READY-MIX LTD.**

(hereinafter referred to as the "COMPANY")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "UNION")

The Company and the Union agree that the following terms and conditions will apply to the "Yard" category:

1. Notwithstanding the provisions of Articles 9:03, 9:04 and 9:05, there shall be no bumping into the "Yard" category for the first ninety (90) days of any layoff of a more senior employee.
2. Notwithstanding the provisions of Article 8:01, the normal commencement time for the Yard shall be 10:00 a.m. The normal start time may be varied by the Company.
3. Notwithstanding the provisions of Article 8:09, the first two (2) hours of overtime worked in a day by the Yard classification shall be paid at time and one-half (1 ½).

DATED AT \_\_\_\_\_, B.C. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

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



binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.

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

DATED AT \_\_\_\_\_, British Columbia, this  
day of \_\_\_\_\_, 2005.

SIGNED ON BEHALF OF THE EMPLOYER      SIGNED ON BEHALF OF THE UNION

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