

COLLECTIVE AGREEMENT

BETWEEN

**PATENT CONSTRUCTION SYSTEMS
A Division of Harsco Canada Limited**

AND

TEAMSTERS LOCAL UNION No. 213

May 1st, 2004 - April 30th, 2009

**DON McGILL
Secretary-Treasurer**

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A Division of Harsco Canada Limited**

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APPENDIX "A" [15](#)

THIS AGREEMENT EFFECTIVE THE 1st DAY OF MAY, 2005.

**BETWEEN: PATENT CONSTRUCTION SYSTEMS
A Division of Harsco Canada Limited**
175 Duncan Street
New Westminster, B. C. V3M 5G3

(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 {tc \l1 "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.

ARTICLE 2 - UNION SECURITY {tc \l1 "ARTICLE 2 - UNION SECURITY }

Coverage:

- 2:01 (a) 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 this Agreement and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

- (b) No employee will be laid off due to sub-contracting of bargaining unit work.

Membership:

- 2:02 The Company agrees that all employees covered by this Agreement except new employees during their first thirty (30) calendar days of actual work shall, as a condition of employment, become and remain members of the Union in good standing.
- 2:03 New employees, except temporary or part-time employees, shall make application for membership in the Union at the time of their hiring or as soon as possible thereafter, and shall become and remain members of the Union in good standing upon completion of thirty (30) calendar days of actual work.
- 2:04 When a new employee signs an application for membership, the application card will be forwarded to the Union within three (3) days.

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 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 affiliates.

Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

Strikes and Lockouts:

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, without pay. It is further understood that no **other** Union activities may be engaged in during working hours in any way that will reduce production.

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 {tc \11 "ARTICLE 3 - HIRING }

3.01 When employees are required, the Company shall notify the Union of the opening(s) but shall have the right to obtain employees from all sources including current Union members. Employees hired from outside the Union shall have fourteen (14) days in which to become a member of the Union, or be replaced by a Union member when available.

3:02 Temporary and part-time employees are those employees who have not completed their probationary period.

ARTICLE 4 - NEW CLASSIFICATIONS {tc \11 "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 rate within thirty (30) days after notification.

ARTICLE 5 - DISCHARGE OF EMPLOYEES {tc \11 "ARTICLE 5 - DISCHARGE OF EMPLOYEES }

Discharge:

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

ARTICLE 6 - MANAGEMENT RIGHTS {tc \11 "ARTICLE 6 - MANAGEMENT RIGHTS }

Management:

6:01 The management and operation of and the direction and promotion of its working forces is the exclusive responsibility of the Company provided however, that nothing in any of the provisions of this Clause shall in any way limit, void, or affect the other provisions of this Agreement. The Union also recognizes the right of the Company to make and alter from time to time, rules and regulations which are just and fair. Copies of such rules and regulations will be forwarded to the Union.

ARTICLE 7 - WAGES AND WAGE STATEMENT {tc \11 "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 for the various classifications listed therein. These rates are the minimum rates.

Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or

rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom.

- 7:03 Vacation pay shall be paid on a separate cheque.
- 7:04 If an employee is discharged by the Company, he shall be paid all monies due in three (3) working days, payable through Head Office or Registered Mail.
- 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 Friday by 2:00 p.m.
- 7:07 The Company agrees to record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

ARTICLE 8 - HOURS OF WORK AND OVERTIME {tc \11 "ARTICLE 8 - HOURS OF WORK AND OVERTIME }

Hours of Work:

- 8:01 The standard hours of work shall be eight (8) hours per day between the hours of 7:00 a.m. and 6:00 p.m. with one-half (1/2) hour at the midpoint for lunch Monday through Friday with a total of forty (40) hours per week.
- 8:02 Overtime will be paid at the rate of time and one-half (1 1/2) the hourly rate for all hours worked in excess of eight (8) in a day, Monday to Friday and all hours on Saturday. All time worked on a Sunday will be paid at the rate of double time (2X). All overtime work after eleven (11) hours will be paid at two times (2X) the hourly rate.
- 8:03 With respect to daily overtime, senior employees on duty at the time the overtime commences who are qualified according to Company standards will have the first opportunity to work overtime, provided however, that employees responsible for the accuracy of the count who have commenced the loading or unloading of a truck shall not be replaced by other employees, regardless of seniority and overtime, until the load is completed.
- 8:04 The Company will discuss any requirements for additional shifts with the Union prior to establishing such shifts.

ARTICLE 9 - SENIORITY {tc \11 "ARTICLE 9 - SENIORITY }

Probationary Period:

9:01 Seniority shall be on a plant-wide basis and an employee will be considered on probation until he has completed one hundred and eighty (180) days of actual work for the Company. During this probationary period such employee may be discharged at the sole discretion of Management. Upon completion of his probation, the employee's seniority shall then date back to the first day worked.

Seniority List and Classifications:

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.

9:03 When it is necessary to lay-off employees, probationary and temporary employees will be laid off first. Then lay-offs will be on the basis of seniority, providing the employees are reasonably competent of handling the jobs that are available. When recalling employees, they will be recalled according to seniority.

9:04 When a vacancy in the existing or new job classification in the Agreement occurs, such vacancy will be posted on the bulletin board for a period of eleven (11) working days and eligible employees will have the right to bid for the position. An "eligible" employee is any employee who has completed his probationary period. If the Company selects an employee to fill such position, ability according to standards determined by the Company being sufficient, seniority shall be the governing factor. All such job vacancies will be filled within fifteen (15) working days after the date of posting.

9:05 (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:

- 9:06 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.
- 9:07 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 {tc \11 "ARTICLE 10 - STATUTORY HOLIDAY }

Entitlement:

- 10:01 Every employee covered by this Agreement shall receive a day's pay for New Year's Day, Heritage 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 time and one-half (1 ½) in addition to the day's pay.

Half of the crew will be given alternate days off to be taken within six (6) months of the day worked for: Heritage Day, Easter Monday and December 31st.

- 10:02 If another day is celebrated by agreement, such day will constitute the holiday.

ARTICLE 11 - ANNUAL VACATION {tc \11 "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 five (5) years' continuous service and has worked a minimum of one thousand (1,000) hours for the Company

during the preceding twelve (12) months shall be entitled to a total of three (3) weeks' vacation with pay equal to 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 ten (10) 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.

Summary:

11:04 **Vacation Allowance:**

Years of Service (Weeks)	Length of Vacation is greater	Payment (whichever is greater)
1 year to 5 years less a day	2	2 full weeks or 4% annual gross earnings
5 years to 10 years less a day	3	3 full weeks or 6% annual gross earnings
10 years and over	4	4 full weeks or 8% annual gross earnings

Vacation Requirements and Rights:

11:05 The provision requiring employees to have worked a minimum of one thousand (1,000) hours in each year in order to qualify for the full two (2), three (3) or four (4) 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 illness. Employees absent through Workers' Compensation shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to re-qualify by working the minimum one thousand (1,000) hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

- 11:06 On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per above schedule.
- 11:07 Employees entitled to more than two (2) weeks vacation shall not take more than two (2) weeks vacation at any one time. 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). Requests for more than two (2) weeks due to special circumstances will not be unreasonably denied.

Choosing Vacations:

- 11:08 The Company shall post a vacation calendar for the benefit of the employees. Vacations shall be posted by mid January and selection completed by March 15th and any conflicts in scheduling and any reassessment by junior employees may be completed by April 15th.
- 11:09 Employees shall choose their time off for their actual vacations by seniority with a maximum of one (1) employee off at any one time when the number of full time employees on staff is six (6) or less and a maximum of two (2) employees off at any one time when the number of full time employees is seven (7) or more.
- 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.

Overtime:

- 11:11 Overtime worked will not be banked, but paid when worked through standard weekly pay.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES {tc \11 "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.
- 12:02 Where overtime preceding or following the employee's normal shift goes beyond three (3) 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.

Coffee Break:

12:03 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.

Industrial Health and Safety Meetings:

12:04 The Company shall establish or continue an Industrial Health and Safety Committee of which Management personnel shall not outnumber Union members, and shall operate as required by the Workers' Compensation Board regulations.

Safety Equipment:

12:05 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:

12:06 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.

On Job Injury:

12:07 When an employee meets with a personal accident or injury 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. 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: Accident:

12:08 Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if

required to appear as a witness on behalf of any case or accident as outlined above.

Jury Duty and Crown Witness:

12:09 The Company shall 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 one hundred percent (100%) of the employee's base wages for the first thirty (30) days and any additional days at sixty percent (60%) . 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:

12:10 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 at the time of notification of the death or at the time of the funeral. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandfather and grandmother. 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.

Leave of Absence:

12:11 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. Employee's 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.

Washrooms and Lunchrooms:

12:12 The Company agrees to maintain in its location, adequate, clean, sanitary washrooms having hot and cold running water and toilet facilities, which the Company will have professionally cleaned. In addition, there shall be provided adequate lunchrooms. Employees who use the lunchroom will be responsible to keep it clean.

These facilities shall be large enough to accommodate the work force at the location as per Occupational/Environmental Regulations.

Working on Construction:

12:13 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.

Scaffold Erectors shall be within the bargaining unit classified as warehousemen and subject to this Agreement as far as his or their work in the plant (which shall be at the above rate) is concerned, but he shall be free to carry out inspection and scaffold erection duties outside the plant at the request of the Company and to be paid by the Company at rates appropriate to such jobs. Where inspection or erection work is performed, such scaffold erectors may be subject to and work in accordance with the jurisdiction of such Union as is claiming or asserting jurisdiction at such job sites.

Absence of Lead Hand:

12:14 Where a currently employed Lead Hand is absent for a full shift or more, another employee shall be designated as Lead Hand.

Coveralls and Gloves:

12:15 Upon request, the Company shall supply to employees on an exchange basis, Union made coveralls and gloves.

Safety Boots and Rain Gear:

12:16 Safety boots and rain gear allowance of two hundred dollars each (\$200.00) to be paid to employees after one (1) year on anniversary date for new employee and on anniversary date of contract for all existing employees. The Company requires receipts for reimbursement of such allowances.

12:17 Students may be hired. They will be paid at the rate of nine dollars (\$9.00) per hour. They will pay Union dues as per Article 2 of this Agreement, and the Company will forward a list of such students to the Union.

ARTICLE 13 - GRIEVANCE PROCEDURE {tc \1 "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 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 an Arbitration Board of three (3) persons as follows:

Arbitration:

13:03 The Party desiring Arbitration shall appoint a Member for the Board and shall notify the other Party in writing of its appointment, and particulars of the matter in dispute.

13:04 The Party receiving the notice shall within five (5) days thereafter, appoint a Member for the Board and notify the other Party of its appointment.

13:05 The two Arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.

13:06 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 from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.

Suspension or Discharge:

13:07 If the Arbitration Board 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 Arbitration Board, if circumstances are established before it which in the opinion of the Arbitration Board, 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.

13:08 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.

13:09 The award of the Arbitration Board shall be binding upon both parties.

Cost of Chairman:

13:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Powers of the Board:

13:11 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 14 - HEALTH AND WELFARE {tc \11 "ARTICLE 14 - HEALTH AND WELFARE }

Teamsters' Health and Welfare Plan:

14:01 Effective August 1, 1996, employees shall be enrolled in 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:

- Effective May 1, 2004 - one dollar and seventy-five cents (\$1.75) per hour;
- Effective May 1, 2005 - one dollar and eighty cents (\$1.80) per hour;
- Effective May 1, 2006 - one dollar and eighty-five cents (\$1.85) per hour;
- Effective May 1, 2007 - one dollar and ninety cents (\$1.90) per hour;

Effective May 1, 2000 and each May 1st thereafter, through May 1, 2002, such contribution shall be increased as required by the Teamsters' Welfare Plan to maintain current benefits. These contributions will be capped at ten cents (10¢) per hour for any year of the Agreement.

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 Company by the Union, which shall provide full instructions.

ARTICLE 15 - PENSION PLAN {tc \11 "ARTICLE 15 - PENSION PLAN }

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

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

- May 1st, 2004 - two dollars (\$2.00) per hour;
- July 1st, 2005 - two dollars and five cents (\$2.05) per hour;
- July 1st, 2006 - two dollars and ten cents (\$2.10) per hour;
- July 1st, 2007 - two dollars and fifteen cents (\$2.15) per hour;
- July 1st, 2008 - two dollars and fifteen cents (\$2.15) per hour;

ARTICLE 16 - PROTECTION OF AGREEMENT {tc \11 "ARTICLE 16 - PROTECTION OF AGREEMENT }

16:01 In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.

ARTICLE 17 - TECHNOLOGICAL CHANGE {tc \11 "ARTICLE 17 - TECHNOLOGICAL CHANGE }

17:01 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 of security of employment of any number of the employees to whom this collective agreement applies.

ON BEHALF OF THE COMPANY{tc \11 "ON BEHALF OF THE COMPANY}:
ON BEHALF OF THE UNION:

APPENDIX "A"

RATES PER HOUR

**E F F E C T I V E
& Retroactive**

CLASSIFICATIONS	May 1/04	May 1/05	May 1/06	May 1/07	May 1/08
Warehouseman	\$18.95	\$19.35	\$19.75	\$20.15	\$20.65
Lead Hand	\$19.95	\$20.35	\$20.75	\$21.15	\$21.65

Summer Students: \$9.00/hr.

New hires will receive seventy-five percent (75%) of the applicable job rate for new hires and this rate differential shall be maintained for one (1) year, after such time the job rate shall be one hundred percent (100%).

A signing bonus of five hundred dollars (\$500.00) per employee shall be paid upon signing of the Collective Bargaining Agreement to be paid within two (2) weeks of signing the contract.

The Company agrees to make any changes retroactive to May 1, 2004.