

COLLECTIVE AGREEMENT

BETWEEN

**VALLEY RITE-MIX LTD.
Aggregates Division**

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2005 - December 31st, 2008

DON McGILL

Secretary-Treasurer

**VALLEY RITE-MIX LTD.
Aggregates Division**

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SPECIAL BUILDING SUPPLY AGREEMENT

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

BETWEEN: **VALLEY RITE-MIX LTD.**
Aggregates Division
PO Box 367
Abbotsford, B.C. V2S 4N9

(hereinafter called the "COMPANY")

PARTY OF THE FIRST PART

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

(hereinafter called the "UNION")

PARTY OF THE SECOND PART

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

NOW THEREFORE, the parties 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.

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 #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.

2:12 Employees will be allowed by the Company one (1) hour between shifts to meet for Union affairs without pay every second month.

ARTICLE 3 - HIRING

3:01 When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. Employees referred by the Union shall submit proof of his/her qualifications to the Employer before commencing work and where no confirmation is provided the employer shall be under no obligation to hire the employee. 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 the contracting out of work presently performed by members of the bargaining unit shall require the consent of Local Union No. 213. When this contracting out of work does not affect either the number of Union members on the active payroll, or the return to work to the active payroll of members on layoff, then consent to contract out shall not be withheld. Consent of the Teamsters Local Union No. 213 can be withdrawn upon the contracting out subsequently affecting either the number of Union members on the active payroll, or the return to work to the active payroll of members on layoff.

- 3:03 Should the Company be unable to hire outside equipment that is owned by Companies or Owner Operators that are under agreement to this Local Union, the Company shall hire outside equipment as follows:
- (a) First from Companies or Owner Operators that are under agreement to another Teamster Local.
 - (b) Failing that from any other source the Company deems appropriate.
- 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.
- 3:06 All sub-contractors shall pay their operators no less than the wages contained in the Cannon/Central Aggregates collective agreement.

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 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, or any other contributions remitted on behalf of the employee by the Company, including Health and Welfare and Pension payments and/or any other items that affect net pay. Such statements shall also include all year-to-date summaries. 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.

7:03 Vacation pay and all monies paid to employees outside of this Agreement will be paid on a separate cheque.

7:04 If an employee is discharged by the Company, he shall be paid all monies due on the following work day. The monies due shall be payable through Head Office 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.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

8:01 The normal work week for all employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday, except as follows:

If employees are required for the sixth day, this will be done on a seniority basis, and will be paid at time and one-half (1½) the hourly rate. The

seniority list for the sixth day of work will commence at the most senior person who has not worked for five (5) days in the preceding five (5) days.

Those who have had a voluntary day off during the week will be called next in order of seniority at straight time. Other employees if required will be called in on a rotational basis. If no one volunteers for overtime work, employees may be required to work in reverse seniority. i.e. Starting with the most junior employee on the seniority list and working up the list in reverse order of seniority.

The normal work day shall commence not earlier than 5:00 a.m. and allow employees to commence work in increments of thirty (30) minutes to no later than 9:00 a.m.

It is understood that once an employee's starting time has been established on his/her weekly schedule, it cannot be changed during the period of the schedule.

- 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.
- 8:03 Any employee who is called out to work but does not commence work before being sent home, will be given two (2) hours pay at the applicable rate, only if the lack of work is weather related or due to a power failure. Any employee who commences work but is then told there is no work, will be given eight (8) hours wages at straight time or double time, whichever is applicable.
- 8:04 Overtime will be paid after eight (8) hours straight time at time and one-half ($1\frac{1}{2}$) up to eleven (11) hours and double time (2x) after eleven (11) hours.
- 8:05 Men shall be notified prior to finishing time the day previous if they are not 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. If an employee's starting time is less than eight (8) hours from his finishing time, he shall have eight (8) hours rest and shall be paid straight time from his scheduled starting time.

This Clause shall not apply when an employee is bumping to the opposite shift.

Daily Overtime:

8:09 Time worked in excess of eight (8) hours and up to eleven (11) hours shall be paid at time and one-half (1½).

Time worked in excess of eleven (11) hours shall be paid at double (2x) time.

All hours worked on Saturdays (up to eleven (11) hours when it becomes the sixth (6th) day) shall be paid at time and one-half (1½).

All hours worked on Sundays shall be paid at double time (2x) rates.

8:10 Overtime shall be divided as evenly as possible within each year as applicable to each job classification or work area. Every attempt will be made by the Company to distribute overtime on an equal hourly basis, annually. Should an employee refuse to work overtime, said hours shall be recorded as overtime worked for the purpose of calculating his/her eligible overtime hours. In addition, unused vacation days, less any days on layoff or on sick leave during the year, shall be recorded as overtime worked for the purpose of calculating his/her eligible overtime hours. Seniority will be kept in mind. A summary of overtime worked and overtime refused for each employee will be supplied to the Shop Steward who will post it bi-weekly.

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 shift is required, eight (8) hours exclusive of a meal period shall constitute the shift.

An afternoon shift differential of fifty cents (\$0.50) per hour shall be paid to all employees working a second shift.

A graveyard shift differential of two dollars (\$2.00) per hour shall be paid to all employees working a third shift.

- 8:14 Additional shifts shall not commence more than one (1) hour prior to the end of the previous shift.
- 8:15 When additional shifts are required, a one (1), 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.

Maintenance:

- 8:16 The work week for Maintenance employees shall be from Monday to Friday or Tuesday to Saturday. Under the Tuesday to Saturday week, Monday becomes a normal day off, or alternatively an overtime day.
- 8:17 Once established, the work week cannot be changed unless agreed to by the signatories to this Agreement.

ARTICLE 9 - SENIORITY

Probationary Period:

- 9:01 All new employees shall have a probation period of thirty (30) days worked including date of hire. On completion of the probationary period, an employee will go on the seniority list.

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 six (6) months, and shall show the employees' classifications. The Company will re-post the Job Classification list each time a change is made.

Layoff and Re-hire:

- 9:03 The Company when laying employees off shall lay them off in reverse order of seniority. Seniority at each plant will be subject to the bumping, layoff and rehiring provisions of this Agreement only at the plant that an employee is on the seniority list. Separate and non-interchangeable Seniority Lists will be kept at each plant.
- 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. Subject to 9:04 (c).
- (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. Subject to 9:04 (c).

- (c) A Foreman may continue to work without required seniority (i.e. last employee laid off). All Foremen must have completed five (5) years bargaining unit employment with the Company, before exercising the right to have the last lay-off.
- (d) The Shop Steward (i.e. if more than one, the Shop Steward with most seniority) will be the second last person laid off, subject to reasonable competence and subject to 9:04 (c).

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.

9:06 No employee may change job positions through the posting procedure more than twice in any twelve (12) month period. Any subsequent postings to be reviewed by Union and Management.

Job Posting:

9:07 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.

9:08 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.

9:09 A successful applicant shall be on probation on his new job for thirty (30) working 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 return. The Union shall receive copies of all postings and the assignments of such postings.

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.

The Company agrees to post any temporary position that runs for twenty (20)

consecutive days in a two (2) month period.

New Employee Seniority Re-Qualify:

9:10 Any new employee who, in the twelve (12) month period from his first day of employment with the Company, is not employed for a greater period than six (6) months shall not remain on the seniority list and, if rehired, shall be considered as a new employee.

Loss of Seniority:

9:11 Seniority will not be retained by an employee who is laid off or terminated for lack of work and who is not rehired within a period of twelve (12) months from the date of termination.

9:12 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, except Easter Monday and December 31st, shall receive double time (2x) in addition to the day's pay. Any employee requested to work on Easter Monday or December 31st shall receive time and one-half (1½) in addition to the Statutory Holiday.

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, excluding annual vacation pay, whichever is the greater.

Three Weeks:

11:02 Each employee who has completed three (3) years continuous service and has worked a minimum of one thousand (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, excluding annual vacation pay, 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, excluding annual vacation pay, 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, excluding annual vacation pay, 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 (6) full weeks straight-time pay at the employee's regular rate, or twelve percent (12%) of annual gross earnings, excluding annual vacation pay, whichever is the greater.

Summary:

11:06 **Vacation Allowance**

Years of Service	Length of Vacation (Weeks)	Payment (whichever is greater)
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1 year to 3 years
less a day

2

2 full weeks or 4% annual
gross earnings, excluding
annual vacation pay

11:06 **Vacation Allowance - Continued**

Years of Service	Length of Vacation (Weeks)	Payment (whichever is greater)
3 years to 8 years less a day	3	3 full weeks or 6% annual gross earnings, excluding annual vacation pay
8 years to 17 years less a day	4	4 full weeks or 8% annual gross earnings, excluding annual vacation pay
17 years to 25 years less a day	5	5 full weeks or 10% annual gross earnings, excluding annual vacation pay
25 years and over	6	6 full weeks or 12% annual gross earnings, excluding annual vacation pay

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 of 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 within the calendar year for which they are applicable.
- 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 shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacation.

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.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

12:01 The Company will not request any employee to violate any Municipal, Provincial, or Federal law or regulation.

Meal and Work Breaks:

12:02 The Company shall not require any employee covered by this Agreement to work less than four (4) or more than five (5) consecutive hours at any time without a one-half (½) hour off work. Where an employee is required to work through the lunch break, one-half (½) hour at time and one-half (1 ½) will be paid.

12:03 Where overtime preceding or following the employee's normal shift goes beyond three (3) hours, the employee shall be paid Seven Dollars (\$7.00) 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:

12:04 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:

12:05 The Company shall establish or continue during the term of this Agreement a Labour Management Committee, which shall meet regularly. A senior representative of management or his delegate shall attend these meetings.

Industrial Health and Safety Meetings:

12:06 The Company shall establish or continue an Industrial Health and Safety Committee of which management personnel shall not outnumber Union members. This Committee shall operate as required by the Workers' Compensation board regulations.

Where Tool Box meetings are held, all employees will be paid for attending. Off shift employees willing to attend will be paid at straight time.

Safety Equipment:

12:07 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:

12:08 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:

12:09 The Company, when requiring first aid attendants who work at other duties, in addition to their regular rate shall pay such employees for the class of ticket required at the following rates: -

- (a) Level 1 - \$0.55 per hour
- (b) Level 2 - \$0.70 per hour
- (c) Level 3 - \$0.85 per hour

On Job Injury:

12:10 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:

12:11 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:

12:12

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:

12:13 In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight time eight (8) hour days off work will be paid for by the Company, in order for the employee to attend the funeral. The immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, 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:

12:14 Leaves of absence may be granted at the discretion of the Company and will require the consent of the Union. All applications requesting leave must be submitted in writing at least seventy-two (72) hours prior to requested leave. 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.

Employees who request a leave of absence from the bargaining unit to assume a non-bargaining position shall not accrue seniority during the period of his/her leave of absence.

Any employee 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 will no longer be considered as an employee of the Company. The Company will post ALL leaves of absences.

12:15 Personal Day without pay as per B.C. *Employment Standards*.

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 18:02. 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 other concerned agency require licenses 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 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.

Mechanic Tool Allowance:

- 12:24 The Company will pay a Mechanic a tool allowance of two hundred and fifty dollars (\$250.00) per year.

Coveralls and Gloves:

- 12:25 Upon request, the Company shall supply to employees, on an exchange basis, coveralls and gloves. 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.

Rain gear shall be supplied at the discretion of the Company.

Boot Allowance

- 12:26 The Company will pay a boot allowance of up to a maximum of two hundred dollars (\$200.00) per annum, per employee upon submission of receipts to the employer.

Washrooms and Lunchrooms:

- 12:27 The Company agrees to maintain in its terminals and depots adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy. These facilities shall be large enough to accommodate the work force at each terminal or depot as per Occupational Environmental Branch Regulation.

Where the employees are using well water for drinking, the water will be tested twice a year.

Time Cards:

12:28 Employees shall be notified prior to payday or sooner if possible, of changes to their time cards. The exact change shall also be explained.

Absence of Lead Hand:

12:29 Where a currently employed Lead Hand is absent for a full shift or more, an employee shall be designated as Lead Hand.

Tools:

12:30 The Company shall replace with the same quality, any tool that is broken or worn in the performance of an employee's duties.

12:31 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.

Industry Rehabilitation Programme

12:32 The Company agrees to pay two cents (\$0.02) per hour for each regular hour worked by employees into an Industry Rehabilitation Programme Fund effective September 22, 1996.

ARTICLE 13 - TRANSPORTATION AND BOARD

Travelling:

13:01 In the event that any employee is required to work at a place of work which is in excess of thirty-five (35) miles from his normal place of work, the Company shall pay:

- (a) All his travelling expenses including meals, to and from such place of work and shall pay wages for the first eight (8) hours of each twenty-four (24) hours.

Local Travel:

13:02 When work is available for employees at their normal starting place or depot and they are directed to work out of other depots, plants or designated areas, they shall be paid either:

- (a) From their normal starting place or depot, when working with

Company equipment, or at the employee's option,

- (b) While travelling from their normal starting place or depot and return, plus a travelling allowance of thirty-five cents (35¢) per mile or twenty-seven cents (27¢) per kilometre.
- (c) While travelling from their normal starting place or depot and return by Company provided transportation.

Work Opportunity Other Depots:

13:03 When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified. Employees other than Maintenance Employees shall not be entitled to receive travelling time or allowance or to be provided with transportation. Subject to Article 9:04.

ARTICLE 14 - GRIEVANCE PROCEDURE

Qualifying Period:

- 14:01 (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:

14:02 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 an Arbitration Board of three (3) persons as follows:

Arbitration:

- 14:03 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.
- 14:04 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.
- 14:05 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.
- 14:06 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:

14:07 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.

14:08 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.

14:09 The award of the Arbitration Board shall be binding upon both parties.

Cost of Chairman:

14:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Powers of the Board:

14:11 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration board.

14:12 When members of the bargaining unit are disciplined in writing or verbally and it is recorded in their employee personnel file for future reference, the employee's files shall not be referred to if the last warning was dated more than two (2) years ago. All employees in the bargaining unit should have a clean record if there was no cause for discipline in the last two (2) years.

ARTICLE 15 - HEALTH AND WELFARE

Teamsters' Health and Welfare Plan:

15:01 Employees shall be covered by the Teamsters' (Local 213) Health and Welfare Plan.

15:02 The Company shall make contributions to the Plan at the following hourly rates, based on the total hours for which the employees receive remuneration, this includes hours for which payment is received for Statutory Holidays and annual vacations:

January 1, 2005 - Two dollars and fifty-five cents (\$2.55) per hour.

- January 1, 2006 - Two dollars and sixty-five cents (\$2.65) per hour.
- January 1, 2007 - Two dollars and seventy-five cents (\$2.75) per hour.
- January 1, 2008 - Two dollars and eighty-five cents (\$2.85) per hour.

15:03 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:

15:04 The Company agrees to pay one-fifth (1/5th) 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 16 - PENSION PLAN

16:01 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, this includes hours for which payment is received for Statutory Holidays and annual vacations:

- January 1, 2005 - Four dollars and twenty-five cents (\$4.25) per hour.
- January 1, 2006 - Four dollars and sixty cents (\$4.60) per hour.
- January 1, 2007 - Five dollars (\$5.00) per hour.
- January 1, 2008 - Five dollars and forty cents (\$5.40) per hour.

Employee Retirement:

16:02 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.

ARTICLE 17 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

17:01 The Employer shall make contributions at the rate of five cents per hour for all regular and overtime hours worked for each employee covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its industry Advancement Fund by the fifteen (15th) day of the month following that to which they refer. The above

contributions shall commence on the 1st day of January, 2001.

ARTICLE 18 - TECHNOLOGICAL CHANGE

18:01 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.

18:02 Should automation or technological change 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:

18:03 (a) The Company shall pay to each employee with five (5) or more years of service, severance pay in the amount of one (1) week's pay for each year of service when his employment is permanently discontinued due to automation or technological change.

(b) Effective April 1st, 1986, the Company shall pay to each employee with five (5) or more years of service, severance pay or notice in lieu of pay, in the amount of one (1) week's pay (or notice) for each year of service when his employment is permanently discontinued due to automation, technological change or lay-off. In the case of lay off where adequate notice was not given, the payment will be made after recall rights have expired.

18:04 Severance pay or notice in lieu of as outlined in 18:03 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 19 - PROTECTION OF AGREEMENT

19:01 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 15 - 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) In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.
- (d) In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 14.

ARTICLE 20 - SAVINGS CLAUSE

20:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

ARTICLE 21 - TERM OF AGREEMENT

Term:

21:01 This Agreement shall be in full force from January 1st, 2005 to December 31st, 2008.

21:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified.

Retroactive Requirements:

21:03 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.

21:04 Should negotiations for a new Agreement extend beyond the expiration date of the current Agreement and providing there has been no legal strike or lockout interrupting the negotiations, the pay, benefits and working conditions shall remain the same. Retroactivity shall be negotiable between the parties.

DATED AT _____, B.C., THIS _____ DAY OF _____, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A" - RATES PER HOUR

CLASSIFICATIONS	JAN 1/05	JAN 1/06	JAN 1/07	JAN 1/08
Plant Operator	\$24.82	\$25.32	\$25.79	\$26.30
Mobile Equipment	\$24.82	\$25.32	\$25.79	\$26.30
Mechanic	\$25.78	\$26.31	\$26.79	\$27.36
Welder	\$25.78	\$26.31	\$26.79	\$27.36
Labourer	\$20.47	\$20.84	\$21.18	\$21.55

Lead Hand...Fifty cents (\$0.50) over highest classification supervised. 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.

Lead Hand for Plant Operators...Fifty cents (\$0.50) per hour where applicable, including afternoon shift.

Working Foreman (Shift Boss Certificate (G) - Ministry of Mines) - One dollar and fifty cents (\$1.50) over highest classification supervised.

Effective January 1st, 2005, employees classified as Mechanics shall receive a Tool Allowance of two hundred and fifty dollars (\$250.00) per year.

Trainee Rate:

All new employees who lack qualification will be paid at the following trainee rates:

82% of the prevailing classification rate for the first six (6) months.

90% of the prevailing classification rate for the period of over six (6) months to twelve (12) months.

Following one year, the new employee shall be paid the full rate of the classification.

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: **VALLEY RITE-MIX LTD.**
 Aggregates Division
 PO Box 367
 Abbotsford, B.C. V2S 4N9

(hereinafter referred to as the "COMPANY")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
 490 East Broadway
 Vancouver, B. C.
 V5T 1X3

(hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

It is AGREED BY AND BETWEEN the Parties that this Letter of Understanding shall be attached to and form part of the Collective Agreement.

The parties agree to amend Article 3:05 of the Collective Agreement to read as follows:

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 except by mutual agreement between the Union and the Company. Where there are no employees on lay-off, such mutual agreement shall not be unreasonably withheld. In no case shall an employee be removed from his/her posted position to make equipment available for lease or rental.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: **VALLEY RITE-MIX LTD.**
Aggregates Division
PO Box 367
Abbotsford, B.C. V2S 4N9

(hereinafter referred to as the "COMPANY")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
490 East Broadway
Vancouver, B. C.
V5T 1X3

(hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

It is AGREED BY AND BETWEEN the Parties that this Letter of Understanding shall be attached to and form part of the Collective Agreement. This Letter of Understanding becomes invalid at 12:00 midnight December 31st, 2008 unless extended by mutual agreement.

The Parties agree to add a Letter of Understanding to the Collective Agreement that will provide for funds to train one (1) additional employee from the bargaining unit in advanced first aid procedures/ The process for selecting an employee to be decided between the Union and the Company. The parties agree that the training of this employee will not affect current payment practices for first aid attendants.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2005.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 3
FOR THE CANADIAN JOINT GRIEVANCE PANEL INC.
SCHEDULE 1 and SCHEDULE 2

BETWEEN: **VALLEY RITE-MIX LTD.**
 Aggregates Division
 PO Box 367
 Abbotsford, B.C. V2S 4N9

(hereinafter referred to as the "COMPANY")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213**
 490 East Broadway
 Vancouver, B. C.
 V5T 1X3

(hereinafter referred to as the "UNION")

PARTY OF THE SECOND PART

WHEREAS the Company and the Union have agreed to a grievance procedure, as provided in Article 14 of the Collective Agreement, and;

WHEREAS the Company and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step 2 of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the

Company and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and one (1) from the Union.

The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.

3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and 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, attached hereto.
8. The parties agree that this Memorandum of Agreement and the attached 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 _____, B.C. THIS _____ DAY OF _____, 2005.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION

