

**COLLECTIVE AGREEMENT**

**BETWEEN**

**DENNIS MURPHY TRUCKING, INC.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1<sup>st</sup>, 2005 - June 30<sup>th</sup>, 2008**

**DON MCGILL  
Secretary-Treasurer**

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## **BARGE UNLOADING AGREEMENT**

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

**BETWEEN: DENNIS MURPHY TRUCKING, INC.**  
26188 126<sup>th</sup> Avenue  
Maple Ridge, B. C. V2W 1C4

(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 #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 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.
- 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 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 (2<sup>nd</sup>) Friday during working hours.
- 7:07 The total amount of Union dues deducted and submitted on behalf of an employee during the calendar year shall be recorded by the Employer on each employee's T-4 income tax slip.

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

**Hours of Work:**

- 8:01 (a) The work day shall be eight (8) hours and the work week shall consist of five (5) eight (8) hour days.  
(b) The starting times shall coincide with tides to facilitate the arrival of the barges.  
(c) A minimum of six (6) hours notice must be given to each employee prior to commencing his shift, or overtime rates will prevail for the entire shift.
- 8:02 The work day shall be an eight (8) hour period, excluding a one-half (½) hour break for a meal, mid-shift.

**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 time and one-half (1½) whichever is applicable.
- 8:04 All overtime shall be paid at time and one-half (1½).

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, 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 Time worked in excess of the normal work week shall be paid as follows:

Time worked in excess of eight (8) hours shall be paid at time and one-half ( $1\frac{1}{2}$ ).

All hours worked on Sundays and Statutory Holidays shall be paid at time and one-half ( $1\frac{1}{2}$ ).

8:10 Overtime shall be divided as evenly as possible within each quarter as applicable to each job classification or work area. Every attempt will be made by the Company to distribute overtime on an equal overtime hourly basis quarterly. Should an employee refuse to work overtime, said hours shall be recorded as overtime worked for the purpose of calculating his eligible overtime hours. Seniority will be kept in mind. The Company is to provide a Letter of Understanding indicating that if, during the life of this Agreement, problems arise because of this new clause, the Union may approach the Company to return to the original clause.

**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 For Ready-Mix operations only 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.

8:14 Where it is essential to establish two (2) shifts to take advantage of daylight hours in gravel pits and quarries the first shift may be started between the hours of 4:00 A.M. to 8:00 A.M. and each shift shall be of seven (7) hours duration, for which eight (8) hours pay shall be paid exclusive of meal periods.

8:15 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:**

8:16 The work week for Maintenance employees only shall be from Tuesday to Saturday, under this schedule Monday becomes a normal day off, or alternatively an overtime day. This will not apply to mechanics who are working in the garages.

8:17 Once established, the work week cannot be changed unless agreed to by the signatories to this Agreement.

8:18 No maintenance work shall be performed on Saturdays, Sundays or Mondays by other than Maintenance employees.

8:19 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 thirty (30) days worked. Tradesmen shall have a probationary period of sixty (60) days 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.

**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.

(c) If no work is available for their classification at their own depot or plant, employees shall be entitled to work at their classification at another depot or plant, or to work at another classification where reasonably competent, in any plant or depot that junior men are working.

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. All employees may post into classifications or areas consistent with their seniority.
- 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) 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.

**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 be credited with seniority for the period worked 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 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 31<sup>st</sup>, 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 (1½) 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 E.I., 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 31<sup>st</sup> 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 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 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 (6) 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 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.

### **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.

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

### **Meal and Work Breaks:**

- 12:01 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.
- 12:02 (a) A thirty (30) minute meal period shall be given midshift. The meal period shall be taken.
- (b) **For Cartage Only:** A thirty (30) minute meal period mid shift shall commence not earlier than 11:00 A.M. and shall be completed by 1:30 P.M. The meal period shall be taken. Where an employee is required to work through the regular established lunch period, such employee shall be paid the applicable overtime rate, and shall be given reasonable time of not less than fifteen (15) minutes, nor more than

one-half (½) hour, to consume his lunch before or after the regular lunch period. Such time shall be paid for as part of the regular shift.

12:03 Where overtime preceding or following the employee's normal shift goes beyond three (3) consecutive 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.

12:04 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.

12:05 This condition shall be repeated each four (4) hours.

**Coffee Break:**

12:06 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:**

12:07 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:**

12:08 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:**

12:09 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:**

12:10 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:**

12:11 The Company, when requiring first aid men 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: -

Class "C" Ticket	55 Cents
Class "B" Ticket	70 Cents
Class "A" Ticket	85 Cents

**On Job Injury:**

12:12 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:**

12:13 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:**

12:14 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:**

12:15 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:**

12:16 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:**

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

12:18 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 17:02. 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:**

12:19 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.

12:20 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:**

12:21 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.

12:22 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:**

12:23 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.

12:24 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 and Gloves:**

12:25 Upon request, the Company shall supply to employees, on an exchange basis, Union made coveralls and gloves. Such articles 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:**

12:26 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.

**Time Cards:**

12:27 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:**

12:28 Where a currently employed Lead Hand is absent for a full shift or more, an employee shall be designated as Lead Hand.

**Tools:**

12:29 The Company shall replace, with the same quality, any tool that is broken or worn in the performance of an employee's duties.

12:30 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 - 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.

**Board:**

13:02 All his expenses for first class living accommodation and meals where he is required to live away from his normal living accommodation.

**Local Travel:**

13:03 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-one point seven cents (21.7¢) per kilometre,
- (c) While travelling from their normal starting place or depot and return by Company provided transportation.

**Work Opportunity Other Depots:**

13:04 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.

**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.

**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 employee receives remuneration:

July 1<sup>st</sup>, 2005 - two dollars and fifty cents (\$2.50);

July 1<sup>st</sup>, 2006 - two dollars and sixty cents (\$2.60);

July 1<sup>st</sup>, 2007 - two dollars and seventy cents (\$2.70).

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-seventh (1/7<sup>th</sup>) 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 rate, based on the total hours for which the employee receives remuneration.

July 1<sup>st</sup>, 2005 - two dollars and sixty-seven cents (\$2.67);

July 1<sup>st</sup>, 2006 - two dollars and seventy-two cents (\$2.72);

July 1<sup>st</sup>, 2007 - two dollars and seventy-seven cents (\$2.77).

**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 - 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 or security of employment of a significant number of the employees to whom this collective agreement applies.
- 17:02 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:**

- 17:03 Effective July 1<sup>st</sup>, 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.
- 17:04 Severance pay or notice in lieu of as outlined in 17:03 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 18 - PROTECTION OF AGREEMENT**

- 18:01 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.
- (e) A \$20,000.00 wage guarantee bond shall be kept in place as long as an Agreement is in full force and effect between the Parties.

#### **ARTICLE 19 - SAVINGS CLAUSE**

19:01 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 20 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

20.01 The Employer shall make contributions at the rate of ten cents (10¢) 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 fifteenth (15<sup>th</sup>) day of the month following that to which they refer. The above contributions shall commence on the 1<sup>st</sup> day of July, 1997.

#### **ARTICLE 21 - TERM OF AGREEMENT**

##### **Term:**

21:01 This Agreement shall be in full force and effect from July 1<sup>st</sup>, 2005 to June 30<sup>th</sup>, 2008.

21:02 All changes to the collective agreement shall be applicable on the effective date of the Agreement unless otherwise specified. There shall be no implementation of any changes prior to date of signing.

##### **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 lock-out interrupting the negotiations, the pay, benefits and working conditions shall remain the same. Retroactivity shall be negotiable between the parties.

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

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

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**APPENDIX "A"**

**RATES PER HOUR**

<b>CATEGORY</b>	<b>EFFECTIVE JULY 1/05</b>
Front End Loader Operator	\$28.05
Conveyor Belt Operator	\$28.05
Truck Driver	\$28.05

**LETTER OF UNDERSTANDING No. 1**

**14:03 ARBITRATION**

**BETWEEN: DENNIS MURPHY TRUCKING, INC.**

26188 126<sup>th</sup> Avenue  
Maple Ridge, B. C. V2W 1C4

(hereinafter called the "COMPANY")

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

affiliated with the International  
Brotherhood of Teamsters

(hereinafter called the "UNION")

**SECTION 112 - B.C. LABOUR CODE APPLICATION**

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. Vince Ready or Mr. Angus MacDonald or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference,
- (ii) define the issue in the difference, and
- (iii) make written recommendation to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

In the event the parties are unable to agree on an Industry Troubleshooter within a period of thirty (30) days from the date this collective agreement is awarded, either party may apply to the Minister of Labour for the Province of British Columbia to appoint such person.

In the event of disagreement after compliance with the aforementioned clauses, the grievance shall be submitted in writing and referred to a Board of Arbitration.

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

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

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**LETTER OF UNDERSTANDING No. 2**

**BETWEEN: DENNIS MURPHY TRUCKING, INC.**  
26188 126<sup>th</sup> Avenue  
Maple Ridge, B. C. V2W 1C4

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

**HOURS OF WORK SATURDAY ONLY**

For barge unloading operations only, in order to provide service on Saturdays, work will be done on a voluntary basis. This will be done on a seniority basis and the employee will be paid at the straight time hourly rate for the first four (4) hours and time and one-half (1 ½) thereafter. The seniority list for Saturday will commence at the most senior person who has not worked five (5) days in the preceding Monday to Friday. Days voluntarily taken off, Statutory Holidays and Annual Vacations shall constitute days worked.

Saturday work shall be at the employee's option and on a voluntary basis.

In order to develop the Saturday working rules, a Committee of the local manager and the Shop Steward will be struck.

The signatory parties agree that this Letter of Understanding becomes invalid at 12:00 midnight, June 30<sup>th</sup>, 2005 unless extended by mutual agreement.

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

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

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**LETTER OF UNDERSTANDING No. 3**

**BETWEEN: DENNIS MURPHY TRUCKING, INC.**  
26188 126<sup>th</sup> Avenue  
Maple Ridge, B. C. V2W 1C4

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

It is agreed and understood between both Parties, Dennis Murphy Trucking, Inc. and Teamsters Local Union No. 213:

- (a) When Owner Operators other than Dump Truck Owner Operators, are hired, they are also required to be a member of the Union in good standing.
- (b) A clearance is required from the Union Dispatch Office.
- (c) They must be put on the Employer's payroll as an employee.
- (d) Employees must belong to the Health and Welfare and Pension Plans, and receive all employee benefits and conditions reflected in the Collective Agreement.
- (e) All terms and conditions under the Road Building (Reference) Agreement will apply to Dennis Murphy Trucking, Inc. when Dump Truck Owner Operators are hired.

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

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

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**LETTER OF UNDERSTANDING No. 4**

**BETWEEN: DENNIS MURPHY TRUCKING INC.**  
26188 126<sup>th</sup> Avenue  
Maple Ridge, B. C. V2W 1C4

(hereinafter called the "COMPANY")

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

(hereinafter called the "UNION")

**Re: Seniority for Owner/Operators**

The Parties hereby agree that seniority for existing Owner/Operators will be from date of hire. When an Owner/Operator sells his truck, his position on the seniority list could be sold along with his truck, as part of the transaction, if he chooses to do so. Four (4) Owner/Operators in the unit agreed unanimously.

The seniority list is as follows:

1. Baldev Rekhi
2. Audy W. Burris
3. Ivan Smith
4. Ted Moul (works in North Vancouver)
5. Ernie Baines.

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

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

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