

INTERIOR (B.C.) STANDARD READY-MIX AGREEMENT

BETWEEN

KELOWNA READY MIX INC.

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2007 - December 31, 2010

DON McGILL

Secretary-Treasurer

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INTERIOR (B.C.) STANDARD READY MIX AGREEMENT

THIS AGREEMENT MADE this 1st day of January, 2007.

BETWEEN: **KELOWNA READY MIX INC.**
1131 Ellis Street
Kelowna, B.C.

(hereinafter called the Company)

OF THE FIRST PART

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

(hereinafter called the Union)

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 hereto agree as follows:

ARTICLE 1 - INTERPRETATION AND INTENT

INTERPRETATION

- 1:01 The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder, and 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 or Tribunal 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 force and effect.

ARTICLE 2 - UNION SECURITY

COVERAGE

- 2:01 The Company recognizes the Union as the sole bargaining agent for those 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 This Agreement and appropriate schedules shall cover all employees of the Employer covered by the certificate, Schedule "A" and Article 3, New Classifications.

2:03 It is agreed that all work coming within the description of the Bargaining Unit, shall be performed by Employees of the Company, who are members of the Teamsters Union Local 213 unless otherwise mutually agreed upon.

2:04 Any employee who does not retain his membership in the Union and who has been laid off for any reason, will not retain his seniority with the Company.

AUTHORIZATIONS OF DEDUCTIONS

2:05 New employees shall be required to sign authorization cards for the deductions of initiation fees, dues, and assessments in the amounts 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 quarterly in advance. Dues shall be deducted from the second pay of the month previous to the quarter, for which they are applicable.

PICKET LINES

2:06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line which has not been declared illegal by a Court or Tribunal of competent jurisdiction.

Wherever possible, the Union shall endeavour to notify the Company of such picket lines.

2:07 It shall not be considered a violation of this Agreement, or reason for discharge, if an employee refuses to deliver to a job or project which has been declared unfair by the British Columbia and Yukon Building and Construction Trades Council or any of its affiliated area building trades Councils. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

STRIKES AND LOCKOUTS

2:08 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slowdown, either partial or general.

UNION HIRING HALL

2:09 When additional employees are required, the Company shall give the Union first opportunity to refer Union members for employment. The Company shall contact the appropriate Union Hiring Hall when additional employees are required. In the event the Union is unable to refer suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences

work, or else the Company will remove such person from the job at the request of the Union.

2:10 When additional employees are required within an area which is not serviced by a permanently established and operating Union hiring hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company by the Union.

2:11 Employees hired who are not members of the Union and have completed their probationary period shall have seven (7) days in which to become members of the Union.

2:12 Should it become impossible for the Company to hire outside equipment locally from:

- (a) Companies or dependent contractors with employees under agreement to this Local Union, or
- (b) Dependent Contractors who are members of this Local Union, then the Company shall be free to hire outside equipment from
 - (i) Companies or Dependent Contractors with employees under agreement to another Teamster Local, or
 - (ii) Dependent Contractors of another Teamster Local.

2:13 The Company agrees that 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 as a result.

RENTAL EQUIPMENT

2:14 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.

2:15 In the event that the Company should require any employee covered by this Agreement to engage in work on construction, in the confines of a construction site, which has established wage rates and conditions other than those contained herein, such employee shall be paid at the more favourable wage rate and conditions while so engaged, however, there shall be no duplication of benefits.

SHOP STEWARDS

2:16 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 the Shop Steward to carry out his duties.

2:17 The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reason for discharge.

INSPECTION PRIVILEGES

2:18 Authorized agents of the Union shall upon first notifying the person in charge, have access to the Company's establishment during working hours for the purpose of adjusting Union-Company disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however that there are no interruptions of the Company's working schedule.

2:19 Executive Officers of the Union or Shop Stewards, who are required to attend executive meetings at the call of the Union shall be allowed time off by the Company, without pay, provided reasonable notice is given to the Company.

ARTICLE 3 - NEW CLASSIFICATIONS

3:01 The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added or if there is substantial change in the duties of the existing 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.

ARTICLE 4 - DISCHARGE OF EMPLOYEES

DISCHARGE

- 4:01 (a) The Company has the right to discharge any employee for just cause such as drunkenness, dishonesty, incompetency or absence without leave. Employees shall be notified in writing the following day the reasons for their dismissal with a copy to the Union.
- (b) Any disciplinary notice or warning letter in an employee's file will be disregarded after thirty-six (36) months from date of incident, providing there is no reoccurrence of a similar nature during that time.

ARTICLE 5 - EMPLOYER'S RIGHTS

- 5:01 Subject to the terms of this Agreement, the management and the operation of, and the direction and promotion of the working force is vested exclusively in the Company. The Company shall have the right to select its employees and to discipline or discharge them for just cause.
- 5:02 Any employee disciplined or reprimanded shall have the right to have the Shop Steward or Union Representative present if such reprimand is to become a permanent part of an employee's file.
- 5:03 An employee shall receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union.

ARTICLE 6 - WAGES AND WAGE STATEMENT

WAGES

- 6:01 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

- 6:02 (a) The Company shall provide every employee covered by this Agreement each pay day 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, pay for General Holidays and all deductions made therefrom. In addition, the itemized statement shall indicate the total hours to date and rate of contribution for pension contributions from January 1st of each year.

- (b) The Company shall supply each employee with a daily time card to be completed by the employee at the completion of his shift, showing the total hours worked that day.

The Company shall calculate the employee's pay based on each time card.

Should an error occur on the time card, it shall be changed by the employee after consultation with the Employer.

6:03 Employees shall be paid every second (2nd) Friday during working hours.

6:04 Vacation pay shall be paid on a separate cheque as provided in Article 10 Section 10:09 herein.

TERMINATION CHEQUES

6:05 If an employee is discharged by the Company, or quits, he shall be paid all monies due on the following work day. The monies due will be payable through head office and will be mailed to the employee upon request. If an employee is laid off he shall receive his wages on the first payday following the day he was laid off.

Employees on temporary or short term layoff will inform the Company if they wish to receive their vacation pay when the layoff occurs. Employees requesting separation slips may be paid their vacation pay to the date of the lay-off.

6:06 Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Company and shall receive his usual wages and all other conditions of the Agreement until there is compliance with the provisions or other arrangements are made between the Company and the Union.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

7:01 (a) Eight (8) continuous hours, excluding the lunch period shall constitute a regular day's work, and forty (40) hours shall constitute a regular week's work.

(b) The work week shall consist of five (5) consecutive days commencing on Monday and ending on Saturday. The starting times of the day shift shall be 6:00 a.m., 6:30 a.m., 7:00 a.m., 7:30 a.m., or 8:00 a.m. All start times prior shall be paid at the overtime rate.

Service may be provided on Saturdays based on the following formula:

1. Employees who have not completed forty (40) hours during the work week prior to the Saturday shall be asked to work the Saturday. Seniority shall prevail. Such employees shall be paid at regular rates of pay until they have completed their forty (40) hours. Thereafter overtime rates shall apply.

2. Should the Company require employees who have completed forty (40) hours during the work week prior to the Saturday, such employees shall be paid at the appropriate overtime rate of time and one-half ($1\frac{1}{2}x$) for the first six (6) hours and double time ($2x$) thereafter. Seniority shall prevail.
3. Saturday overtime shall be allocated whenever possible on the basis of seniority on a voluntary manner, provided the employee is capable of doing the job. However, upon reaching the bottom of the list with respect to seniority, the junior employee(s) shall be required to do the overtime, unless the employee cannot work the Saturday overtime due to illness or pre-approved absence in which case the employee need not work that Saturday overtime.

(c) Employees shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until recalled.

(d) Employees called in after their scheduled starting time shall receive pay from the time of their scheduled start.

7:02

(a) Time worked in excess of eight (8) hours shall be paid at time and one-half ($1\frac{1}{2}$) for the first two (2) hours and double time ($2x$) thereafter.

(b) All time worked on a Sunday or a General Holiday will be paid at double time ($2x$) the regular rate.

(c) Time worked in excess of ten (10) hours shall be paid at double time ($2x$) until a break of eight (8) hours occurs.

(d) With respect to General Holidays, the foregoing overtime provisions are in addition to eight (8) hours wages which shall be paid in any event.

7:03

Scheduled overtime shall be divided as evenly as possible, commencing with the most senior employee within the classification required. Every attempt will be made by the Company to allocate overtime on an equal percentage basis to the employees. Straight time worked to be calculated each quarter. When overtime is to be worked on a shift or nonscheduled work day the employee working at the job on the shift shall perform the overtime. If such an employee has a prior commitment or cannot work the overtime for any justifiable reason, he need not perform the overtime providing the request is made at the commencement of the shift and another employee is available to perform the work. Confirmation will be given in the first half of the shift and shall not be unreasonably withheld.

SHIFT WORK

7:04

When more than one (1) shift is required and continued for three (3) or more consecutive days, seven and one-half ($7\frac{1}{2}$) hours exclusive of lunch period shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours exclusive of lunch period shall constitute the third (3^{rd}) shift for which eight (8) hours shall be paid.

CALL OUT

- 7:05 Any employee who is called out to work on any day shall be guaranteed four (4) hours pay.
- 7:06 Double time (2x) shall be paid for hours worked on an employee's normal day off, except as outlined under Section 7:01 (b).
- 7:07 Any employee who has completed his regular shift and who is called in to work that same day shall be guaranteed four (4) hours pay at the applicable overtime rate.

ARTICLE 8 - SENIORITY

PROBATIONARY PERIOD

- 8:01 All new employees shall have a probationary period of thirty (30) days worked or sixty (60) calendar days, whichever comes first. All new employees shall, for the first ninety (90) days worked, be paid at eighty-five percent (85%) of their classification rate on wages only. Pension shall be paid at the full rate.

New employees who have experience with one of the employers party to this agreement, or those who have two (2) or more years experience in the classification for which they are being hired, shall be paid 100% of their classification rate.

SENIORITY LIST AND CLASSIFICATIONS

- 8:02 Seniority shall be plant wide with the exception that all employees working under this Agreement in the Area of Winfield to Westbank inclusive shall be listed as one seniority plant. However, all employees in the crushing division shall be listed as a separate seniority plant.

Within each plant the Company will post and maintain seniority listings. Such up to date listings will show the name, classification, starting date of each employee, and shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed and posted each April 1st and October 1st of each year.

LAYOFF AND REHIRE

- 8:03 Seniority shall be maintained in the reduction and restoration of the work force provided the employee is reasonably competent to perform the job, i.e.
- (a) the Company, when laying off employees shall lay them off in reverse order of their seniority of employment with the Company and
 - (b) the Company shall re-hire laid off employees according to their seniority with the Company.
 - (c) Employees who are laid off and then recalled by the Company, must notify the Union dispatch office.

- 8:04 (a) No employee shall lose his rights or benefits to this Agreement for being unavailable for work after a layoff of more than five (5) working days but less than thirty (30) working days unless reasonable notice has been given. An employee must be available for work not later than the regular required starting time the second working day after being contacted by the Company.

RECALL

- (b) Employees on layoff for periods of thirty (30) days or longer shall be given a maximum of seven (7) days to return to work subject to the Company's responsibility to notify the employee in writing at the last listed address of the employee. If the employee fails to comply with the above, he shall be considered terminated.

JOB POSTINGS

- 8:05 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place at the plant where a new position becomes available notice of any vacant positions, new positions and promotions. Any employee within that plant may apply for any such vacant or new position and the Company shall fill such position with the applicant who has the greatest plant seniority provided that such employee is reasonably competent to do the work.

Any employee wishing to transfer from one plant to another plant will make application in writing to the Company with a copy to the Union and will be given preference over a new applicant provided he is reasonably competent and qualified.

When an employee transfers from one plant to another plant he shall maintain his seniority for the purposes of holidays and benefits only. He shall, however, maintain his seniority in his former plant for a maximum of thirty (30) days.

- 8:06 However, an employee who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who is posted for a training position may be given preference.

- 8:07 The successful applicant shall be on probation in his new job for twenty-one (21) 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 be returned.

The Union shall receive copies of all the postings and assignments of the postings.

NEW EMPLOYEES SENIORITY RE-QUALIFY

- 8:08 Any new employee shall be credited with seniority from his first day of employment with the Company after completion of his probationary period.

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 re-hired, shall be considered as a new employee.

LOSS OF SENIORITY

8:09 Seniority will not be retained by any employee who is terminated for lack of work and who is not re-hired within a period of twelve (12) months from the date of termination. However, should a properly notified employee 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.

JOB TRAINING

8:10 The Company will not unreasonably withhold training opportunities, on the employee's own time, to any employee who has indicated a desire to learn the work of other positions.

ARTICLE 9 - GENERAL HOLIDAYS

GENERAL HOLIDAYS

9:01 Every employee covered by this Agreement who has been regularly employed for thirty (30) days, shall receive a day's pay for New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st and any other holiday proclaimed by the Provincial or Federal Governments; provided however, that the employee shall have worked his scheduled work day after such holiday, unless express permission to be absent shall be obtained from his Superintendent.

9:02 Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

QUALIFY

9:03 Employees who have qualified under Section 9:01 shall only qualify for General Holiday pay if they have worked five (5) days within thirty (30) days immediately preceding the date of the holiday.

GENERAL HOLIDAYS WHEN OFF SICK

9:04 The Company shall pay all regular employees for all General Holidays falling within the first three (3) months following date of absence due to illness but not while receiving W.C.B. benefits.

9:05 Should a General Holiday(s) fall on an employee's normal day(s) off, the scheduled work day(s) immediately following will be observed.

ARTICLE 10 - ANNUAL VACATIONS

TWO WEEKS

10:01 Each regular employee who has completed one (1) year of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to eighty (80) hours straight time pay at the employee's current regular rate, or four percent (4%) of his gross earnings paid to that employee during the year he qualifies for such vacation, whichever is the greater.

THREE WEEKS

10:02 Each regular employee who has completed three (3) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to three (3) weeks vacation with pay equal to one hundred and twenty (120) hours straight time pay at the employee's current regular rate, or six percent (6%) of his gross earnings paid to the employee during the year he qualifies for such vacation, whichever is the greater.

FOUR WEEKS

10:03 Each regular employee who has completed nine (9) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks vacation with pay equal to one hundred and sixty (160) hours straight time pay at the employee's current regular rate, or eight percent (8%) of his gross earnings paid to the employee during the year he qualifies for such vacation, whichever is the greater.

FIVE WEEKS

10:04 Each regular employee who has completed sixteen (16) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks vacation with

pay equal to two hundred (200) hours straight time pay at the employee's current regular rate, or ten percent (10%) of his gross earnings paid to the employee during the year he qualifies for such vacation, whichever is the greater.

SIX WEEKS

- 10:05 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of 1,200 hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks vacation with pay equal to two hundred and forty (240) hours straight time pay at the employee's current regular rate, or twelve percent (12%) of his gross earnings paid to the employee during the year he qualifies for such vacation, whichever is the greater.
- 10:06 An employee who terminates his employment with the Company shall be paid vacation pay in the appropriate percentage contained in Sections 10:01 through 10:05 herein.

VACATION PREFERENCE AND LISTS

- 10:07 Not later than February 1st of each year, the Company shall post a vacation list on the bulletin board(s) and each employee shall indicate his vacation preference thereon not later than March 31st. Vacation period preference shall be governed by seniority and when the vacation period is established it shall not be changed except by mutual agreement between the Company and the employee.
- 10:08 Employees shall take their annual vacation within the year they are entitled to said vacation.
- 10:09 On the last working day prior to an annual vacation, he shall be entitled to receive vacation pay, in accordance with this Article for that period of time that he will be absent from work, however, if the employee fails to exercise this entitlement, such vacation pay will be paid to him on the first regular pay day following his return to work.
- 10:10 The Company shall consult with the Union in an effort to increase the number of employees allowed off on holidays during the school vacation periods.
- 10:11 Any employee accepting gainful employment while on vacation shall be dismissed.

ARTICLE 11 - GENERAL WORKING CONDITIONS

ON JOB INJURY

- 11:01 An employee shall not suffer a loss in regular wages on the day he has a personal on the job injury requiring medical attention.

MEAL AND REST BREAKS

- 11:02 (a) 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 one-half (½) hour lunch break.
- (b) Working through a lunch break shall be counted as part of an employee's regular eight (8) hour shift.

- (c) If the employee is required to work more than eleven (11) hours he will be entitled to a meal break. The employee shall be paid twelve dollars (\$12.00), to be paid on his next pay cheque, to cover the cost of the meal and the time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.
- (d) This provision shall be repeated every four (4) hours.

REST BREAK

- 11:03 A rest 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 rest breaks shall be up to, but not more than fifteen (15) minutes each.

SAFETY EQUIPMENT

- 11:04 Any employees who are required to perform any heavy lifting, assistance shall be provided, where that lifting is in excess of W.C.B. regulations.

SAFETY MEETINGS

- 11:05 The Company shall establish or continue a Safety Committee of which management personnel shall not outnumber Union members. This Committee shall operate as required by the Workers' Compensation Board regulations.

This committee shall operate as required by Workers' Compensation Board regulations "and meet every second month" unless otherwise requested by the Workers' Compensation Board. Copies of the minutes to be forwarded to the Union. If an employee is required by the Workers' Compensation Board or Department of Mines, to attend an upgrading course the employee will be paid his straight time hourly rate for scheduled class time attended.

The Company when required by WCB or Department of Mines Regulations to have First Aid and safety personnel shall pay those employees in addition to their regular rate fifty cents (50¢) per hour for those employees who have a Class C First Aid ticket and are safety representatives.

TIME OFF RE: ACCIDENTS

- 11:06 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.

HIGHER CLASSIFICATIONS

11:07 If an employee 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.

11:08 If an employee 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.

VEHICLE SAFETY

11:09 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to management or garage foreman, any vehicle considered unsafe. Such vehicle shall be "tagged" Out of Service until properly repaired.

JURY DUTY

11:10 The Company shall continue to pay any employee whose absence is due to the serving of Jury Duty, provided, however, that all sums received by way of payment for Jury Duty, shall be payable to the Company, to the end, that no employee shall receive both his regular applicable rate and Jury Duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

LEAVE OF ABSENCE

- 11:11 (a) (i) When requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leaves, the employee shall retain and accrue seniority only.
- (ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing and seniority will accrue during such extension.
- (iii) 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.
- (iv) In the event the Company grants written leave of absence, with a copy to the Union, to an employee who has suffered the revocation of his driver's licence, it shall not be a violation of this Agreement for that employee to accept employment elsewhere.
- (v) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
- (b) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given in writing prior to the employee leaving the bargaining unit. Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

MEDICAL EXAMINATIONS

- (c) No employee shall suffer a reduction in regular wages as a result of having a physical examination required by the Company. If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regular duties, the following procedure shall be applied:
- (i) 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.
 - (ii) Where 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.
 - (iii) The findings of the consultant shall be final and binding.
 - (iv) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
 - (v) Should the consultant deem the employee to be capable of carrying out his regular 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.

COVERALLS

- 11:12 Upon request by the employee, the Company shall provide union made coveralls. The coveralls shall be maintained by a Teamster certified firm, if available in the local area once a week, if used.

WASHROOMS

- 11:13 Where possible, the Company agrees to maintain in its terminal and depots, adequate lunch rooms, clean, sanitary washrooms, having hot and cold water and with toilet facilities. The Company shall maintain a smoke-free environment in all of its buildings.

GLOVES

- 11:14 The Company agrees to supply gloves as required to each employee regularly required to handle concrete products. This shall apply to drivers of Ready-Mix trucks, also, this shall apply to initial issue and shall thereafter be on an exchange basis.

BEREAVEMENT LEAVE

- 11:15 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 provided that one shall be the day of the funeral except where such day is the employee's regular day off. Immediate family shall be defined to include a spouse, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandparents. 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.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

LICENCES

11:16 Should the Company or the Superintendent of Motor Vehicles or any Government Agency require licences and/or certifications beyond those currently required for the job, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee.

BONDING

11:17 Should the Company require bonding and/or insurance beyond the normal requirements for the job he is doing, the Company will allow time off without loss of pay to the employee, and the Company shall be required to pay for any bonding or insurance they require.

ARTICLE 12 - TRANSPORTATION AND BOARD

TRAVELLING

12:01 In the event that any employee is required to work at a place of work which is in excess of 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

(b) All his expenses for first class living accommodation and meals where he is required to live away from his normal living accommodation.

LOCAL TRAVEL

12:02 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 while travelling from their normal starting place or depot and return and additionally, at the Company's option, either:

- (a) a travelling allowance of thirty-three cents (33¢) per kilometer, or
- (b) by means of Company provided transportation.

WORK OPPORTUNITY, OTHER DEPOTS

12:03 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.

ARTICLE 13 - GRIEVANCE PROCEDURE

QUALIFYING PERIOD

13:01 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 alleged violation, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union.

The Company and the Union agree that any grievance between the parties shall be settled as quickly as possible, in an orderly manner, without stoppage of work and in accordance with the grievance procedure set out in this Article.

Time limits to institute grievance procedure:

- (a) All grievances - ten (10) calendar days;
- (b) Payroll errors - thirty (30) calendar days, from the date the employee received the pay cheque or pay statement.

Time limits may be extended only by mutual consent of the parties. The employee shall take up his grievance as soon as possible - the time limits are maximum periods not minimum periods. A grievance not processed within the time limits set out in this Article shall be deemed to have been settled or abandoned.

Step 1 The employee, with or without a Shop Steward or an officer of the Union, shall take the matter up with the Company. Step 1 must be completed within five (5) working days from the date the Supervisor received the grievance, or the matter shall be referred to Step 2.

Step 2 Should no solution be reached under Step 1 then, an officer, or officers of the Union together with the employee, if he or they so wish, shall present the grievance in writing to an authorized representative of the Company. Should a solution be reached it shall be final. Step 2 must be completed within five (5) working days from the completion of Step 1, or the matter shall be referred to Step 3 or 4.

Step 3 Troubleshooter

Before the appointment of an Arbitration Board, and by mutual agreement of the parties, a grievance may be referred to a Troubleshooter as provided in Article 14.

Step 4 Arbitration

If the parties fail to settle the grievance under the aforementioned Steps of the Grievance Procedure, the grievance may be referred to an Arbitration Board as provided in 13:02.

ARBITRATION

13:02 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.

Notice of desire to arbitrate and of nomination of an Arbitrator must be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.

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.

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.

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.

The decision of the Arbitration Board shall be final and binding on the two parties to the dispute and all others affected, and shall be applied immediately.

SUSPENSION OR DISCHARGE

13:03 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 authority to order the Employer to pay less than the full amount of wages lost, AND FURTHER PROVIDED THAT, if it is shown to the Arbitration Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.

13:04 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

APPEAL OF DECISION

13:05 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this clause.

COST OF CHAIRMAN

13:06 The expenses and remuneration of the Chairman shall be paid by both Parties in equal shares.

POWERS OF THE BOARD

13:07 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 14 - TROUBLESHOOTER

14:01 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 to whether a matter is arbitrable, during the term of the collective agreement, this first available of the following:

1. Ken Albertini
2. Nick Malysh

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 recommendations 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.

14:02 By mutual agreement between the Company and the Union the Troubleshooter's decision shall be binding upon the parties to the dispute and all others affected, and shall be applied immediately.

14:03 The expenses and remuneration of the Troubleshooter shall be paid as provided in Section 112 of the B.C. Labour Code.

14:04 This Step shall apply on a trial basis only for the duration of this Agreement.

ARTICLE 15 - HEALTH AND WELFARE

15:01 All employees of the Companies who are members of the Union shall be covered by the Teamsters (Local 213) Health and Welfare Plan as per Appendix "B" attached hereto and forming part of this Agreement.

15:02 Teamsters (Local 213) Pension Plan

All employees of the Companies who are members of the Union shall be covered by the Teamsters (Local 213) Pension Plan as per Appendix "B-1".

15:03 Sick leave shall continue as set out in Appendix "C" hereunto annexed and forming part of this Agreement.

ARTICLE 16 - PLANT CLOSURE, TECHNOLOGICAL CHANGE & SEVERANCE PAY

16:01 Should the Company during the term of this Agreement introduce any process of production or equipment or technique which will affect the terms, conditions or security of employment of any of the employees, or

16:02 Should the Company decide to close down any of its operations in full or in part, which would result in the termination or lay off of any employees, it is agreed that the Union and the employees will be given as much notice as possible.

The Company and the Union agree to discuss the following:

- (a) Relocation of employees where a common seniority list applies;
- (b) Retention of seniority;
- (c) Notice or severance pay in lieu of notice.

In the case of severance pay, or notice in lieu of, the Company shall pay all employees with three (3) or more years of service, severance pay, or notice, in the amount of one (1) week's pay for each year of service, to a maximum of eight (8) weeks.

If severance pay is paid to any employee before his right of recall expires, the employee forfeits his right of recall.

ARTICLE 17 - SAVINGS CLAUSE

17:01 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 18 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

18:01 The Employer shall make contributions at the rate of five cents (5¢) 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 (15th) day of the month following that to which they refer. The above contributions shall commence on the first (1st) day of January 2000.

ARTICLE 19 - TERM OF AGREEMENT

19:01 This Agreement shall be in effect from and including January 1, 2007 to and including December 31, 2010 and shall continue in effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect, until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and

such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

Dated at _____, British Columbia, this _____ day of _____, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

CLASSIFICATION	JAN 1/07	JAN 1/08	JAN 1/09	JAN 1/10
Crusher	\$25.53	\$26.38	\$27.23	\$28.13
Front End Loader				
- over 6 yards	\$25.78	\$26.63	\$27.48	\$28.38
- 3 to 6 yards	\$25.46	\$26.31	\$27.16	\$28.06
- under 3 yards	\$25.19	\$26.04	\$26.89	\$27.79
Precast Operator	\$25.09	\$25.94	\$26.79	\$27.69
Batcherman	\$25.69	\$26.54	\$27.39	\$28.29
Pump Truck Operator	\$25.89	\$26.74	\$27.59	\$28.49
Cat Operator				
- D-6 and over	\$25.46	\$26.31	\$27.16	\$28.06
- Under D-6	\$26.19	\$27.04	\$27.89	\$28.79
Boom Truck Operator	\$25.19	\$26.04	\$26.89	\$27.79
Mechanics	\$26.69	\$27.54	\$28.39	\$29.29
Transit Mixer	\$25.19	\$26.04	\$26.89	\$27.79
Transit Mixer: Boost-a-Load	\$25.39	\$26.24	\$27.09	\$27.99
Tandem Front Boost-a-Load	\$25.69	\$26.54	\$27.39	\$28.29
Tandem Mixer Semi Trailer	\$25.54	\$26.39	\$27.24	\$28.14
Truck Drivers:				
- Single Axle	\$24.99	\$25.84	\$26.69	\$27.59
- Tandem	\$25.09	\$25.94	\$26.79	\$27.69
- Semi Trailer	\$25.29	\$26.14	\$26.99	\$27.89
- Dump Truck & Pup	\$25.34	\$26.19	\$27.04	\$27.94
- B-Train Combination	\$25.54	\$26.39	\$27.24	\$28.14
Yard Man	\$24.79	\$25.64	\$26.49	\$27.39

Working Foreman and Batcherman shall be paid fifty cents (50¢) per hour over the highest rate under his supervision, including his own classification.

Maintenance shop apprentices shall be paid at the following progression rates:

Prior to completing their pre-apprenticeship training, fifty-five percent (55%) Journeyman's rate, and shall be classified as shop helper.

Upon completion of pre-apprenticeship training:

- 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
- APPENDIX "A" - CONTINUED**
- 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

Apprentices shall qualify for health and welfare benefits in accordance with other provisions of this agreement, however they shall receive no pension benefits and the company will make no pension contributions until the apprentice has attained a pay rate of eighty percent (80%) of the Journeyman's rate, at which time full pension benefits shall apply.

Mechanics' Tool Protection

The Company agrees to replace all mechanics tools that are lost, worn or stolen on an exchange basis.

The mechanic must supply the Company with an inventory of his tools and their cost each January 31st. New employees must supply an inventory within thirty (30) days from commencement of employment.

APPENDIX "B"

HEALTH AND WELFARE

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

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

January 1st, 2007 - Two dollars and thirty-five cents (\$2.35) per hour.

January 1st, 2008 - Two dollars and forty-five cents (\$2.45) per hour.

January 1st, 2009 - Two dollars and fifty cents (\$2.50) per hour.

January 1st, 2010 - Two dollars and fifty-five cents (\$2.55) per hour.

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.

APPENDIX "B-1"

PENSION PLAN

PENSION PLAN

The Company shall contribute:

January 1st, 2007 - Two dollars and eighty cents (\$2.80) per hour.

January 1st, 2008 - Two dollars and ninety cents (\$2.90) per hour.

January 1st, 2009 - Three dollars (\$3.00) per hour.

January 1st, 2010 - Three dollars and ten cents (\$3.10) per hour.

into the Teamsters (Local 213) Pension Plan, on behalf of all regular employees.

The Company shall make the above contributions based on the total hours for which the employee receives remuneration.

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

Should the Company fail to remit contributions to the aforementioned Plan, as set out above, the Union is free to take any economic action it deems necessary against the Company and such action shall not be considered a violation of this Agreement.

APPENDIX "C"

SICK LEAVE

- (a) For all employees with one (1) year's service or more, paid sick leave shall be accumulated at the rate of one day per month to a maximum of thirty (30) working days.
- (b) Where any absence, occasioned by sickness or accident is not covered for payment by either the sick benefit or compensation employees shall draw on time so accumulated in the following manner:
 - First day of absence: One-half day's pay
 - Second day of absence: One full day's pay
 - Third day of absence: One full day's pay
- (c) The Company may require that an employee produce a medical certificate to ascertain proof of illness.
- (d) Under no circumstances shall cash be paid in substitution for unused accumulated sick leave.
- (e) If the Company proves abuse of the sick leave provision, the employee will be subject to immediate dismissal.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **KELOWNA READY MIX INC.**
1131 Ellis Street
Kelowna, B.C. V1Y 1Z5

(hereinafter called the "Company")

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

(hereinafter called the "Union")

RE: ARTICLE 7:01 (b)

The Parties agree that an employee's work week shall not be unreasonably cut short in order to have that employee work Saturday to make up their regular forty (40) hours.

Dated at _____, British Columbia, this _____ day of _____, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 2

BETWEEN: KELOWNA READY MIX INC.

1131 Ellis Street
Kelowna, B.C. V1Y 1Z5

(hereinafter called the "Company")

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

(hereinafter called the "Union")

RE: BANKED OVERTIME

Banked overtime may be implemented on a site by site basis, by mutual agreement.

Any such agreement will be implemented within sixty (60) calendar days of ratification.

Dated at _____, British Columbia, this _____ day of _____, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING No. 3

BETWEEN: **KELOWNA READY MIX INC.**
1131 Ellis Street
Kelowna, B.C. V1Y 1Z5

(hereinafter called the "Company")

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

(hereinafter called the "Union")

When an opening is available, any employee wishing to transfer from the Crushing Division to the Ready Mix Division, or visa versa, will make application to the Company with a copy to the Union, and will be given preference over a new applicant provided he is reasonably competent and qualified.

When an employee transfers from the Crushing Division to the Ready Mix Division, he shall maintain his seniority for the purposes of holidays and lay-off procedures within the new Division.

He shall, however, maintain his seniority in his former Division for a maximum of thirty (30) days.

Dated at _____, British Columbia, this _____ day of _____, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
