

COLLECTIVE AGREEMENT

between

BUTLER BROTHERS SUPPLIES LTD.

and

**NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(CAW – CANADA), LOCAL 114**

Expires March 31, 2010



BUTLER BROTHERS COLLECTIVE AGREEMENT

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THIS AGREEMENT effective **April 1, 2007**

BETWEEN: **BUTLER BROTHERS SUPPLIES LTD.**
(hereinafter referred to as “the Company”)

AND **THE CANADIAN AUTO WORKERS LOCAL 114**
(hereinafter referred to as “the Union”)

PREAMBLE

The general purpose of this Agreement is to secure for the Company and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the fullest extent possible the safety and physical welfare of the employee, economy of operation, quality and quantity of output and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

ARTICLE 1 - INTERPRETATION AND EXTENT

- 1.1 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 whole.
- 1.2 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.
- 1.3 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

- 2.1 The Company recognizes the Union and will not discriminate against any employee on account of his or her membership in same.
- 2.2 The Company recognizes the Union as the sole collective bargaining agents of the employees covered by this Agreement. Properly accredited officers and committee-persons of the Union shall be recognized by the Company in discussing any and all

matters affecting the relationship between the Company and the employees who are members of the Union and are affected by this Agreement.

- 2.3 The Company agrees to deduct from the pay of each employee who is a member of the Union covered by this Agreement, an amount of Union dues as specified by the Secretary-Treasurer of CAW Local 114 and forward the full amount so deducted to him or such other person as may be officially designated. Said deductions to be made from the last pay in each and every month. The monthly dues remittance shall be accompanied by list of employees on the payroll for the pay period in which deductions were made.

It is understood that the amounts of dues deducted as provided herein are only held in trust by the Company pending remittance to the Union and that such amounts do not, at any time, form a part of the operating funds of the Company.

- 2.4 All employees working on positions covered by this Agreement shall become a member of the Union within fourteen (14) days worked and should they cease to remain a member of the Union for any reason, their employment with the Company will be terminated. The Company shall notify the Shop Steward the name and work location of all new employees within fifteen (15) days of their hiring date.
- 2.5 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 of competent jurisdiction.
- 2.6 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, authorized by the Union.
- 2.7 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 or her duties. 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.
- 2.8 It is agreed that in the event of a strike among the employees of any firm with which the Company does business, the Company will respect the refusal of its employees to handle, load move or unload any goods that have crossed a legal picket line as long as said goods have not left the picketed premises or plant prior to the pickets going up. The Company shall be advised in writing twenty-four (24) hours in advance of said refusal to handle goods.
- 2.9 The Company shall not require, as a condition of continued employment, that an employee purchase any vehicular or other equipment, nor that any employee purchase or assume any proprietary interest or other obligation in the business.

2.10 **Bargaining Unit Information**

On April 1 and November 1 of each year, or upon additional request by the Union, the Employer shall supply the Local Union with a complete and current list of all

employees, including their names, addresses, telephone numbers, and wage rates. Additional requests for information lists will not be unreasonably made or denied.

2.11 Union Bulletin Boards

The Company agrees to share space with the Union on the Company bulletin boards at Sooke, Duncan, Keating lunchroom, Keating shop and Bay Street batchplant and Bay Street lunchroom. The use of the Union Bulletin Boards is limited to the accredited Union representatives. Concerns relating to material posted on the boards will be dealt with through discussion and if necessary, through the grievance procedure set out in this agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 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.
- 3.2 The Company has the right to discharge or discipline any employee for just and reasonable cause. The employee shall be notified in writing, with a copy to the Union, giving reason for dismissal, notwithstanding the employee's right to Grievance Procedure.

ARTICLE 4 - CONTRACTING OUT

- 4.1 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.
- 4.2 The contracting out of work other than cartage, as defined in Article 4.1, shall be the responsibility of Management and they will consider first that it will not affect Union members on the active payroll or those who would return from layoff to the active payroll. In all cases, preference shall be given to CAW members and companies having a current CAW agreement or to other union personnel.
- 4.3 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. Exception to this policy may be made when mutually agreed between the Company and the Union.

ARTICLE 5 - SENIORITY

- 5.1 (a) All new employees shall accumulate seniority from the date and hour they

commence service with the Company, in a position covered by this Agreement.

- (b) All new employees shall be considered probationary until they have completed sixty (60) work shifts. (A "work shift" is defined as any number of hours worked by an employee in a single day.)
- (c) All probationary employees shall be paid twenty (20) percent less than the top rate of pay in their classification as stated in Wage Scale.

5.2 The Company shall update and post seniority lists in each of the depots, every three months, showing the date upon which each Union employee commenced service with the Company.

The classification and department seniority of each employee shall also be shown. Copies of the updated seniority lists shall be sent to the Union every three (3) months.

5.3 The Company when laying off employees shall lay them off by reverse order of seniority with respect to 17.1(b).

5.4 Division and Departmental seniority shall be established as per the following:

"Divisions" are Sooke (17), Duncan (16), Keating Ready-Mix & Aggregate (Departments 14, 15 and 20)

"Departments" are within a division.

"Company Seniority" date from which an employee commences a union position within the Company.

"Division Seniority" date from which an employee commences a union position.

An employee may use his or her Company seniority to take a posting in a different "division". Upon obtaining this posting (and serving his or her twenty-one (21) day training period) the employee loses his or her old divisional seniority but retains his or her Company seniority only for the purposes of future postings in different divisions. The employee commences his or her new job in the different division as junior employee.

5.5 Any employee who is promoted or transferred to an official or excepted position under the terms of this Agreement shall after six (6) months lose all seniority rights accumulated from the date of his or her entry into the service of the Company.

5.6 All employees shall have the right to be recalled to the Company in order of seniority for a period of one year commencing from the last day worked.

5.7 It is accepted that whenever a truck is transferred to Sooke, the existing union employees shall have the option of taking that position as a Sooke driver in Division

17 on the basis of Company seniority. It is also recognized that the Company can pick up the balance loads from any plant as is necessary.

ARTICLE 6 - HOURS OF WORK AND CALL OUT, ETC.

- 6.1 (a) The work week for all non-posted employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing Monday and ending Friday, except as otherwise provided in 6.3 and 6.4. The workday shall commence between 6:00 am to 9:00 am and the dispatcher shall maintain the senior employee in their choices of starting times.
- (b) The work week for all posted employees covered by this Agreement shall consist of five (5) eight (8) hour days commencing Monday and ending Saturday, except as otherwise provided in 6.3 and 6.4. The workday shall commence between 6:00 am to 9:00 am and the dispatcher shall maintain the senior employees in their choices of starting times.
- (c) Employees shall have the option of two consecutive days off.
- (d) When the Company deems it to be feasible and there is a temporary vacancy of less than thirty (30) days, the Company shall attempt to fill that vacancy from the Company Seniority List of qualified employees who are not working.

All temporary vacancies for posted positions excluding holiday relief shall be longer than thirty (30) days but not longer than six (6) months shall be posted. The posting shall contain the information of the estimated length of time and hours of the temporary vacancy. In the event the temporary vacancy is concluded or the hours are reduced, the successful applicant may return to their former position with no loss of seniority. Extensions to the time limit beyond six months are by mutual agreement only. If the temporary vacancy becomes a permanent vacancy, it shall be posted as per Article 15. Nothing in this article negates the employee's right to apply for a permanent position should one become available during the filling of the temporary vacancy. Article 15.2 will not apply in this posting.

Should the Company be unable to fill a temporary posting from within the bargaining unit, the employee so hired shall have all time worked in the temporary position credited for seniority purposes, should he/she be the successful application to a permanent job posting in the classification.

- (e) Employees called to work in another department or depot shall work at the bottom of the department or depot seniority list and shall continue to accrue seniority only in their "home" depot or department. The conditions in the department or depot in which such work is performed shall apply. The intention of this Article is to provide work across depot and department boundaries in the nature of fill-in work only.
- 6.2 The work day shall be an eight (8) hour period, excluding an uninterrupted one half (1/2) hour break for a meal to commence at the mid point of the shift

but not before 11:00 a.m. or any later than 2:00 p.m. The lunch break may be taken at a different time without penalty upon mutual agreement.

- 6.3 Any employee who is called out to work shall be paid not less than eight (8) hours' wages, unless the employee chooses to book off voluntarily. Employees called out to work Sunday shall be guaranteed four (4) hours at double time. If work extends beyond four (4) hours, an eight (8) hour guarantee will apply.
- 6.4 Any employee called back after having worked that day or his or her shift shall be paid through from his or her shift end at prevailing overtime rates.
- 6.5 The following are basic rules governing the implementation of Saturday work:
- (a) To first be eligible for Saturday work, an employee must have been employed for at least two (2) full calendar weeks prior to the Saturday to be worked. Saturday work will then be offered first to employees who have accrued less than thirty-six (36) hours in the Monday to Sunday block immediately prior to the available Saturday work, in order of seniority, starting at the top of the seniority list.
 - (b) If an employee has worked ten (10) days in the eighty (80) hour frame, the employee will be paid at the overtime rate for the eleventh (11th) or succeeding days.
 - (c) Saturday work shall be covered in all contract guarantees.
 - (d) Employees that are not normally available for work Monday to Friday shall not be eligible for Saturday work until all other employees have been called in.
 - (e) Sign-up for Saturday work must be completed no later than the end of shift on the Thursday preceding the Saturday work day.
- 6.6 Employees shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until called in.
- 6.7 Any employee starting prior to his or her regular starting time, and has been paid premium rates, shall be guaranteed a total of eight (8) hours from actual commencement of starting time.
- 6.8 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed up to one half (1/2) hour to report to work unless reasonable circumstances warrant a longer reporting time being allowed.

If the employee takes longer than half (1/2) an hour to arrive at work after being notified, then the difference between the half hour and the actual time taken will be deducted from the eight hours guaranteed unless the Company is notified and a longer period is agreed at the time of call-in.

- 6.9 Ten (10) hours shall be the minimum break between an employee's finishing time and his or her following starting time, otherwise overtime rates shall prevail. The Company has the right to vary the call-in times without penalty to meet this clause; however, the employee will be guaranteed eight hours from the 8:00 a.m. start time.
- 6.10 Where more than one shift is required and continued for five (5) or more consecutive days, seven and one half (7-1/2) hours exclusive of a meal period shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours exclusive of a meal period shall constitute the third shift for which eight (8) hours shall be paid.
- 6.11 Additional driving shifts shall not commence more than one (1) hour prior to the end of the previous driving shift.
- 6.12 In the event that additional shifts are not required for five (5) consecutive days, or more, overtime rates shall be paid. The exception to this is ready-mix drivers, which shall be two (2) consecutive days.
- 6.13 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 5:00 am and 8:00 am and each shift shall be seven and one half (7-1/2) hours duration, for which eight (8) hours pay shall be paid exclusive of meal periods.
- 6.14 A coffee break shall be allowed for 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 and no more than fifteen (15) minutes each.
- 6.15 The Company will make every effort to provide an uninterrupted lunch break of one half (1/2) hour to commence at the mid point of the shift but not before 11:00 a.m. or any later than 2:00 p.m. If the Company fails to provide such an uninterrupted lunch break during these times, then the employee will be paid for that one-half (1/2) hour at straight times rate. The employee has an obligation to take the lunch break unless otherwise directed. No lunch break shall be taken if the shift is four (4) hours or less.

ARTICLE 7 - WAGES AND WAGE STATEMENT

- 7.1 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Wage Scale for the various classifications listed therein. These rates are the minimum rates. Wage Scale shall be deemed to be contained in and form part of this Agreement.
- 7.2 Statement: 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 statements shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, the 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.

- 7.3 Vacation pay shall be paid on a separate cheque.
- 7.4 If an employee is terminated by the Company, the employee shall be paid all monies due on the following work day.
- 7.5 If an employee terminates on his or her own accord, the employee will be paid on the next scheduled pay day.
- 7.6 Employees shall be paid every second (2nd) Friday during working hours.
- 7.7 The Company is entitled to hire a student for truck shop clean-up and minor help at a rate of eleven dollars (\$11.00) per hour.

ARTICLE 8 - OVERTIME

- 8.1 All work commencing before 6:00 a.m. shall be paid at double time (2x) from the commencement of work up to 6:00 a.m. Employees will then be paid straight time for the eight (8) hours commencing from 6:00 a.m. to 2:00 p.m. and double time (2x) thereafter.
- 8.2 Overtime shall be divided as evenly as possible within each job classification or within a work area and every attempt will be made by the Company to distribute overtime equally. Should an employee refuse to work overtime, said hours shall be regarded as overtime hours worked for the purpose of calculating his or her percentage of eligible overtime hours. The hours and percentage calculation shall be reviewed and calculated for each quarter. (Seniority will be kept in mind).
- 8.3 Time and a half shall be paid for all hours worked on an employee's normal day off with the exception of Sunday which shall be paid at double time.
- 8.4 Where overtime preceding or following the employee's normal shift goes beyond two (2) consecutive hours the employee shall be reimbursed eleven dollars (\$11.00) 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, providing the employee stops to eat prior to completion of work.
- 8.5 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 in 8.4.
- 8.6 This condition shall be repeated each four (4) hours.
- 8.7 An employee shall not have to work overtime providing the employee advises the Company of his or her intentions at the end of the shift on the previous day with the exception of an emergency.

8.8 **Banked Overtime**

Banked overtime shall be taken at a mutually agreeable time. Once approved, employee cannot be forced into work. Employees may bank their overtime as per the following rules. Overtime will be banked as a monetary equivalent to overtime hours worked.

- (a) Accumulated overtime must be either taken as paid time off or paid out in full by December 31st of the applicable year or carried over to the following year. Any overtime carried over will be paid out in full or taken as paid time off on the payday on or before May 27th in the year to which it is carried over.

Banked overtime paid out in a lump sum will be paid on a separate cheque. Banked overtime may also be paid directly into an employee's specified RRSP plan with no deductions at source to the extent this is allowed by applicable laws.

- (b) When an employee leaves the Company, all banked overtime will be paid out.
- (c) Banked overtime hours shall not accrue towards eligibility for Saturday work when it is paid out.
- (d) The Company pay office will keep a record of amounts owing for banked overtime, the record of which may be viewed by the employee and Union representative upon request.

Example of Banked Hours

1 hour at 1-1/2 time 1.5 hours banked
1 hour at double time. 2 hours banked

- (e) To ensure prime holiday time is available to a greater number of employees, overtime time off shall not be taken in conjunction with regular posted holidays for the period of May 15 to October 14, except as otherwise agreed to between the Company and the employee.
- (f) All banked overtime will be used towards calculating vacation pay at the time the overtime is paid out.
- (g) To designate overtime as banked, employees must indicate each day in which overtime is worked on their time card in accordance with Company procedure, otherwise it will be paid out as per the Company's regular payroll.

ARTICLE 9 - TRANSPORTATION & EXPENSES FOR DEPTS. 14 AND 20

- 9.1 In the event that any employee is required to work at a place of work which lies outside of the boundaries of the Capital Regional District or the Butler Brothers Duncan Depot (said boundaries are not to include Salt Spring Island or the outer islands), the Company shall pay:
- (a) All his or her 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.
 - (b) All his or her expenses for first class living accommodation and meals where the employee is required to live away from his or her normal living accommodation.
- 9.2 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 the Company equipment.
 - (b) While travelling from their normal starting place or depot and return plus a travelling allowance of \$0.35 per kilometre if using their private vehicle.
 - (c) While travelling from their normal starting place or depot and return by Company provided transportation.
- 9.3 An employee retained on job site away from home shall be paid overtime rates for weekends, or allowed travelling expenses to and from job site.
- 9.4 In the event the crusher crew is required to transport parts or tools on behalf of the Company, they will receive the standard mileage allowance, or the use of a Company vehicle at the Company's discretion.
- 9.5 Crusher plant operator to be supplied with a Company vehicle within six months of the signing of this agreement.

ARTICLE 10 - STATUTORY AND PAID HOLIDAYS

- 10.1 Every employee covered by this Agreement who has completed the probationary period shall receive a day's pay for:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

Two (2) floating statutory holidays in recognition of Easter Monday and December 31st.

Any other holiday proclaimed by the Provincial or Federal Government.

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

- 10.2 To qualify for paid holidays including Easter Monday and December 31st. an employee must have worked thirty-two (32) hours within the fifteen (15) days immediately preceding the date of the holiday or within the fifteen (15) days immediately following the date of the holiday, provided however that the employee shall have worked his or her scheduled work day on the day prior to such holiday and the day after such holiday unless laid off on such day or days or unless express permission to be absent on said day or days shall be obtained from his or her Superintendent.
- 10.3 Floating statutory holidays must be taken within the twelve (12) month period following the applicable holiday; that is within twelve months following Easter Monday or following December 31st. The day off to be taken as the floating holiday shall be scheduled by mutual agreement between the employee and the Company.
- 10.4 If a paid holiday falls on Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive paid holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. December 31st (New Year's Eve) will be the exception to this rule and, should it fall on a Saturday or Sunday, a day off in lieu of those days may not be allowed.

ARTICLE 11 - VACATIONS

- 11.1 Employees who have worked 1,000 hours for the Company during the preceding twelve (12) months shall be entitled to vacation with pay on the following basis:

(a)

Years of Service	Length of Vacation (Weeks)	Payment - whichever is Greater
1-3 years less a day	2 Weeks	2 Full weeks or 4% annual gross earnings
3-8 years less a day	3 weeks	3 Full weeks or 6% annual gross earnings
8-17 years less a day	4 weeks	4 Full weeks or 8% annual gross earnings
17-25 years less a day	5 Weeks	5 Full weeks or 10% annual gross earnings
25-30 years less a day	6 Weeks	6 Full weeks or 12% annual gross earnings
30 years and over	6 Weeks	6 Full weeks or 12% annual gross earnings

+1 Day for every year thereafter + 8 hrs pay or .4% annual gross earnings every year for every extra year of service in excess of 30

- (b) Years of service shall be based on the anniversary date of an employee commencing service with the Company.
- (c) Vacation time is calculated based on each employee's anniversary date.

Employees who have worked less than 1,000 hours during the twelve months preceding their anniversary date shall be entitled to vacation pay at the rate set out in 11.1 (a) above, on the percentage basis.

- 11.2 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) weeks, three (3) weeks, four (4) weeks, five (5) weeks or six (6) weeks provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Worker's Compensation or through illness. Employees absent through Worker's Compensation or illness shall receive the normal 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 on the percentage basis only. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.
- 11.3 On termination, employees who have completed one thousand (1,000) hours since last anniversary date shall receive full vacation entitlement as per the above schedule plus any time due him or her in the current year.
- 11.4 Employees shall be entitled to take their vacation in one (1) continuous period. Vacations shall be taken within the year for which they are entitled and the vacation year shall be considered as April 1st to March 31st. Vacation pay will not be allowed for vacations not taken.
- 11.5 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 paid holidays.
- 11.6 The Company shall work with the Union in an effort to increase the number of employees, above the minimum of twenty percent (20%) of job classifications, allowed off at any one time for vacation.
- 11.7 The Company shall post a vacation calendar for the benefit of the employees within the first week of January.
- 11.8 Employees shall choose their time off for their annual vacations by seniority by March 31st each year.
- 11.9 A provision for early retirees is attached as Appendix "F".

11.10 Applicable to employees hired after June 1, 1998, vacation pay for those employees with less than five (5) years seniority shall receive the appropriate percentages only.

ARTICLE 12 - HEALTH AND WELFARE

12.1 The Company agrees to maintain the following Health and Welfare Plan:

- (a) New employees will be eligible to receive MSP coverage after thirty (30) days, at their own expense. After the employee completes ninety (90) days with no less than thirty (30) hours per week, the Company will take over the premium payment.
- (b) Group Life Insurance in the amount of:

Year 1	\$ 105,000
Year 2	\$ 110,000
Year 3	\$ 115,000
- (c) Non-occupational accidental death and dismemberment coverage for loss with ninety (90) days of accident of life, limb or sight according to the following schedule, and to be effective immediately upon signing of this Collective Agreement.

	Year 1	Year 2	Year 3
Loss of life	\$80,000	\$90,000	\$100,000
Loss of both hands or both feet or sight of both eyes	\$80,000	\$90,000	\$100,000
Loss of one hand and one foot	\$80,000	\$90,000	\$100,000
Loss of one hand and sight of one eye	\$80,000	\$90,000	\$100,000
Loss of one foot and sight of one eye	\$80,000	\$90,000	\$100,000
Loss of one hand or one foot or sight of one eye	\$40,000	\$45,000	\$50,000

- (d) Employees shall receive Extended Health Benefit Coverage. It shall be 100% coverage with no deductible and the benefits shall be listed in Appendix "A" and shall include "Eyecare".

Eyecare - \$500 every two (2) years for employees and their dependents and \$500 every twelve (12) months for dependents under nineteen 19 or older if attending a registered educational program. Eye wear amount to be used toward the cost of laser eye surgery if requested. Eye examinations to be fully covered as required and separate from eyewear amount.

- (e) Employees qualifying for Weekly Indemnity shall receive a benefit of 66-2/3% of earnings with a maximum benefit of :

April 1, 2007	\$824.00 per week.
April 1, 2008	\$848.72
April 1, 2009	\$880.55

Limitations and Exclusions

An employee must be actively at work on the effective date of the increase in benefit maximum to \$824.00 to be entitled to the increase. Any employee who is off work on disability on the effective date of the increase will only be entitled to the previous benefit maximum of \$828.24. Any employee off work on disability on the effective date who subsequently returns to active work and then goes on disability again will be entitled to the increase for the subsequent disability.

- 12.2 Dental Plan to be provided, one hundred percent (100%) coverage for Plan A and fifty percent (50%) for Plan B and fifty percent (50%) for Plan C. The premium cost will be borne by the Company. See Appendix "B".

- 12.3 The present Company Pension Plan is fully outlined and set out in Appendix "C". Employees shall be eligible to retire with a full pension at the age of 62.

- 12.4 Employees qualifying for long term disability benefits shall receive a benefit that is the lesser of

\$2575.00 per month, effective April 1, 2007
\$2652.25 per month, effective April 1, 2008
\$2751.71 per month, effective April 1, 2009

and 75% of basic monthly earnings commencing on the expiry of coverage provided in 12.1(e). Own occupation definition of disability to apply for two years from original date of disability.

- 12.5 A detailed outline of the weekly indemnity and long-term disability plans shall be provided in Appendix "D".

- 12.6 If an employee with five (5) years or more of service becomes laid off, the Company shall continue to pay his or her health benefit premiums for a period up to six months. If an employee with more than one (1) year and less than five (5) years or more of service becomes laid off, the employee shall be included in the program for a period of up to three months.

The Company shall be entitled to recover any such premiums paid from any amounts owing to employees as soon as the employee is recalled to work. The employee shall be indebted to the Company for any such premiums paid on his or her behalf should the employee not be recalled to work.

ARTICLE 13 - MEDICAL

- 13.1 (a) The Company shall pay employees who are requested by the Company to take physical examinations. The examination shall be during working hours.
- (b) Any employee requested or required to produce a certificate from a medical practitioner for an illness, injury or with regard to any form of benefit as provided for in this Collective Agreement shall have the costs paid for in full by the Employer.
- 13.2 If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his or her 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 findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at his or her own expense, shall have the right to be examined by his or her personal physician. Should the employee disagree with the findings, the employee shall have the right to a second opinion. The cost associated shall be borne by the Company. The first doctor will be chosen by the employee and the second doctor may be chosen by the employee from a list approved by the Company.
- (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 doctor chosen in (b) shall be final and binding.
- (d) The remuneration of the doctor shall be borne by the Company and the Union on an equal basis.
- (e) Should the doctor deem the employee to be capable to return to work but not to his or her assigned duties, the employee shall be retained and reassigned to an existing job within his or her capabilities and seniority. This shall also apply to employees returning from a Worker's Compensation Board compensable injury.

- (f) Should the doctor deem the employee to be capable of carrying out his or her regularly assigned duties, then the employee shall not suffer any loss of earnings caused by his or her having been removed from or temporarily suspended from his or her regularly assigned duties.
- (g) The parties agree that both the Company and the Union have legal obligations with respect to the duty to accommodate. Accordingly, either party may grieve the actions of the other party as concerns matters related to the duty to accommodate.

13.3 Licenses and Bonding

Should the Company or the Superintendent of Motor Vehicles require licences for the job the employee 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 examination (including medical), licences or bonds they require other than the purchase of driver's licence or medical examinations of an extended nature.

- 13.4 Should an Insurance Company refuse to insure any employee, every consideration will be given to the employee so that the employee will not lose his or her employment.

ARTICLE 14 - JURY DUTY AND BEREAVEMENT LEAVE

14.1 Jury Duty

The Company shall continue to pay on the basis of an eight (8) hour day, any employee whose absence is due to serving 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 or her regular applicable rate and Jury Duty pay.

14.2 Bereavement Leave

In the event of a death in his or her 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 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, father, brother, sister, father-in-law, mother-in-law, foster children, foster parents, grandchildren, grandfather and grandmother, step-parents, step-children, step-brothers, step-sisters.

In addition, if the employee is first notified of the death while the employee is working, the employee will be excused from and be 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.

ARTICLE 15 - PRESERVATION OF RATES AND POSTING

- 15.1 The Company shall post, and keep posted for not less than seven (7) calendar days, in a conspicuous place 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.
- 15.2 The successful applicant shall be given twenty-one (21) days worked in which to train, and shall be given every assistance from Management in the instruction of his or her duties. Should an employee request or fail to qualify, the employee shall be returned to his or her original position. The twenty-one (21) days referred to herein is subject to extension by mutual agreement between the Company and the Union.
- 15.3 The Company shall notify the Union whenever they intend to create a new classification, or if there is to be substantial changes in the duties of any existing classification, so that the Company and the Union may negotiate jurisdiction and the rate to be established. Once this has been established the rate shall be retroactive to the date of introducing the new classification or change.
- 15.4 **Higher Classification**
- If an employee starts his or her day's work, the employee shall not be paid less than his or her regular posted rate for the day. If work is to be made available at a lower classification the employee shall be notified the day previously.
- 15.5 If an employee works at a classification of a higher rate for less than two (2) hours, the employee shall be paid a minimum of four (4) hours at the higher rate and if the employee works at a classification of a higher rate for more than two (2) hours, the employee shall be paid the higher rate for a whole shift.
- 15.6 **Posted Positions**
- (a) An employee holding a specific posted position shall be eligible for call-in to that position before any other employee, excluding Saturday work. An employee cannot unjustifiably refuse to report for work on any regular day if called in.
- (b) If, after the employee holding the specific posted position has been contacted and the work justifiably refused, the work shall then be offered to the senior employee reasonably competent to do the work.

- 15.7 Copies of postings for positions, applications, and the name of the successful applicant shall be supplied to the Shop Steward.
- 15.8 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 Management and Union.
- 15.9 After one (1) year worked by an employee at a depot, that depot is to be classed as the employee's "normal starting place".
- 15.10 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 16 - LEAVE OF ABSENCE

- 16.1 Leaves of absence may be granted at the discretion of the Company and will require the consent of the Union. All applications for leave of absence must be made in writing. All applications will be replied to in writing and a copy of such will be remitted to the Union. Employee's seniority protection shall be in accordance with the Union regulations.
- 16.2 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 or her seniority and his or her name will be stricken from the seniority list and the employee will no longer be considered an employee of the Company.
- 16.3 Any employee elected or appointed to a full time position with the C.A.W. shall be granted an indefinite leave of absence, provided thirty (30) days notice is given to the Company prior to the beginning of such leave. During such leave, seniority shall accumulate, welfare benefits shall be suspended after thirty (30) days of such leave and annual vacation benefits shall be suspended immediately. They will both again be in effect the first day returning to work.
- Such employee will be reinstated in his or her former job, providing the employee is capable and his or her job is still in existence. If not, the employee shall be eligible to apply for any job within the bargaining unit by means of the existing bidding procedure. Leave of absence for any other purpose that may be mutually agreed upon by both the Company and the Union will be subject to the above conditions.
- 16.4 To receive leave of absence for forty-eight (48) hours or more, it must be obtained in writing from the Company with the approval of the Union. An employee absent for more than forty-eight (48) hours without leave shall lose his or her seniority.
- 16.5 **Compassionate Care Leave**

The Company shall provide Compassionate Care leave in accordance with the *Employment Standards Act* of British Columbia.

16.6 **Family Responsibility Leave**

The Company shall provide Family Responsibility leave in accordance with the *Employment Standards Act* of British Columbia

ARTICLE 17 - LAY-OFF AND RECALL

17.1 "Layoff" an employee in a posted position either not working for ten days or not being required to work for an anticipated duration of ten days or more.

"Non posted positions" driver positions.

"Posted positions" non-driver positions.

It is hereby agreed that running the loader at Bay Street is not a posted position and falls under non-posted drivers pool.

(a) All lay-offs shall be in order of seniority (junior employees being laid-off first) with respect to classifications.

(b) All laid-off or displaced employees may exercise their seniority to a classification within their department, providing they are able to perform the duties.

(c) All employees laid-off or displaced for an anticipated duration of fifteen (15) working days or more shall receive five (5) days notice, unless prevented by weather or disaster.

(d) Should an employee be laid-off or displaced for a known period of ten (10) working days or more, that employee may exercise seniority to another department as laid out in Article 5.4.

(e) Employees outside of the Sooke and Duncan departments shall not exercise their seniority into either department. Employees in Sooke or Duncan shall only exercise seniority within their own respective department.

17.2 An employee having exercised his or her seniority to another position shall be given up to fifteen (15) days worked in which to train for the new position, and shall be given every assistance from Management in the instruction of his or her duties. The fifteen (15) days referred to herein is subject to extension by mutual agreement between the Company and the Union.

17.3 Seniority status will be established according to Article 5.4 (seniority) of this Agreement. It will show seniority per divisions.

- 17.4 Lay-off will be according to seniority in the individual groups, the junior employee being laid-off first. However, should a position be abolished or the employee be displaced for a known period of at least ten (10) working days, the employees in Division 15, Departments (a) (b), 20, 14, 31 may exercise their seniority within the other groups covering Keating. Divisions 17 and 16 may only bump within their own respective groups.
- 17.5 An employee exercising his or her seniority for fifteen (15) working days or more shall be trained in his or her new position.
- 17.6 Employees affected by lay-off (as opposed to call-in as described in Article 6.6) shall keep the Company advised of their current address and available telephone number. An employee shall be properly notified and given seven (7) calendar days in which to report back for work. Failing or refusing to do so within this period of time, his or her name shall be removed from the seniority list unless the employee has a bonafide reason.
- 17.7 When an unforeseeable demand for concrete delivery occurs after 12:00 noon, the Company may utilize any qualified employee available for one delivery only, or one hour where similar demands may occur regarding any other function; notwithstanding the fact that a senior qualified employee may be laid off. In the event that the work delegated to the junior employee exceeds the aforementioned limits, then the senior laid-off employee shall receive a day's pay.
- 17.8 An employee who exercises bumping rights under Article 17.4 will be subject to recall to his or her original position when the position becomes available.
- 17.9 There shall be no bumping between posted and non-posted positions except that the Bay Street batchman position will still allow the batchman to batch one day and drive the next. The employee can batch a truck in the yard for the purposes of pick up loads and batch and drive in the same day, leaving the yard between the hours of 12:00 pm and 5:00 pm.
- 17.10 Any employee accepting a temporary position of loader operator can return to his or her regular position when the loader operator position is no longer required.

ARTICLE 18 - LABOUR MANAGEMENT AND SAFETY

- 18.1 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.
- 18.2 The Company shall establish, or continue, a 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 Worker's Compensation Board regulations. The Company agrees to provide training and education on the use of equipment and safe work practices to

ensure a safe and healthy workplace. The Union shall co-operate to promote safe work practices.

18.3 Whenever the Company or the *Worker's 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.

18.4 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements, until the safety of the equipment is approved by a qualified mechanic. 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.

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

Twenty cents (\$0.20) per hour: Class C Ticket
Thirty cents (\$0.30) per hour: Class B Ticket
Forty cents (\$0.40) per hour: Class A Ticket

18.6 When an employee meets with a personal accident or injury while on the job, the employee shall be paid his or her full day's wages for the day of the accident, providing the personal accident has been reported to the Supervisor or qualified First Aid attendant.

18.7 Should an employee be involved in an accident while on Company time or with a Company vehicle, the employee 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.

18.8 (a) Upon request the Company shall supply to employees on an exchange basis, Union made coveralls (and gloves for employees regularly required to handle concrete or concrete products). Such articles to be maintained and delivered by a Union Company. Such clothing shall be of proper fit for each employee. The wearing of coveralls to be subject to the comfort of the employee. Employees are expected to dress in a comfortable but businesslike fashion, appropriate to the type of work being performed.

(b) It is agreed that coveralls and gloves shall be left on the premises at the end of each shift.

18.9 The Company agrees to maintain in its terminals and depots, adequate clean sanitary washrooms having hot and cold running water and toilet facilities, along with a shower for the truck shop employees. In addition, there shall be provided adequate lunchrooms which shall be kept clean and tidy.

18.10 **Protective Equipment**

Employees whose work requires them to wear protective devices as a regular part of the work performed in their section will be provided with the protective devices as required by the Company and the OH&S Committee. The costs of any necessary protective devices will be covered by the Company and will include over goggles for workers wearing prescription eye wear and hearing protection.

The Company will supply all employees with high-visibility protective raingear at no charge to each employee. The rain gear will be replaced as reasonably necessary.

18.11 Protective Footwear Allowance

- (a) The Employer will pay a protective boot allowance for certified safety boots or shoes to a maximum of one hundred and twenty-five dollars (\$125.00) per year for all employees.
- (b) The Employer will pay the protective boot allowance out to all employees on June 1 of each year, effective June 1, 2008.
- (c) Employees must wear the safety boots or shoes while at work to be eligible for this payment.

ARTICLE 19 - GENERAL

19.1 Seniority shall prevail in all issues pertaining to the working conditions, etc. throughout this contract.

19.2 See Appendix "F" regarding early retirees allowed to be called in to replace sick or holidaying employees.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 All grievances or disputes shall be settled finally and conclusively by the grievance procedure described in this Agreement without interference with or a stoppage of work.

20.2 A "grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute including any question as to whether any matter is arbitrable or if any employee is treated unjustly.

20.3 All matters pertaining to 20.7, 20.8, 20.9 will be taken up within regular working hours, with no loss of time to employees or Union representatives involved. However, a maximum of four (4) hours will be paid under Sections 20.8 and 20.9.

20.4 Union representatives shall be recognized in discussing any grievance or complaint of any employee.

20.5 Working days means "Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays" as it relates to time limits in the Grievance Procedure.

20.6 Time limits specified in the different stages of these grievance procedures may be amended by mutual agreement between the Parties.

20.7 **Individual Grievance Procedure**

(a) **Step 1**

If an employee and/or a Union representative has a grievance or complaint, it shall first be taken up verbally with the designated Manager within fourteen (14) calendar days from the time the employee and/or the Union representative became aware of the grievance, subject to leaves of absence, sickness, vacation, etc. The employee shall have the presence of a Union shop steward during any discussion of a grievance or complaint. The designated Manager shall give the Union his or her verbal decision within three (3) working days of hearing the grievance or complaint.

(b) **Step 2**

If the grievance is not settled in Step 1, it shall be reduced to writing. It shall state the specific nature of the grievance or complaint and the requested adjustment. This written appeal will be given within fourteen (14) calendar days. A meeting shall be scheduled between the Union and a designated Committee of Management within seven (7) working days from receipt of the appeal of the grievance or complaint. The designated Committee of Management shall attempt to adjust the grievance or complaint without delay, but shall give an answer in writing to the Union representative within three (3) working days after such a meeting. If the grievance or complaint is not settled at this step, it may be appealed by the Union or Company to Arbitration, or any other procedure provided in the Labour Code of B.C. The process of "Mediation/Arbitration" shall be used if both Parties agree.

20.8 **Policy / Group Grievances**

(a) When a grievance is in relation to a policy and/or shall affect more than one (1) employee covered by this Agreement, Step 1 of the grievance procedure shall be bypassed and the grievance shall be submitted, in writing, to a designated Committee of Management.

(b) The designated Committee of Management and Union representatives shall meet within fourteen (14) calendar days of the receipt of the grievance. The designated Committee of Management shall reply to the grievance within fourteen (14) calendar days of the hearing. If it is not settled at this stage, then the grievance may be advanced to Arbitration by the Union or the Company or any other procedure provided in the Labour Code of B.C. The process of "Mediation/Arbitration" shall be used if both Parties agree.

20.9 **Suspension or Dismissal Grievance Procedure**

- (a) No employee shall be dismissed or suspended except for just and reasonable cause.
- (b) The Union shall be notified at the time an employee(s) is suspended or dismissed.
- (c) If the Union disagrees with the Company's decision to suspend or dismiss an employee(s), the Union shall file at Step 2 of the grievance procedure. The employee(s) and the Company shall have the right to produce witness(es) and evidence thereat.
- (d) If, after Step 2, it is determined by the Company that no suspension or dismissal should have been invoked, the employee shall be reinstated with no loss of pay, benefits or seniority.
- (e) All written complaints about employees received by the Company shall be open to inspection by representatives of the Union. The names of the complainants shall not be made available to the employee concerned during the above procedure.

20.10 Any grievance or complaint which has been answered in Steps 1 or 2 shall be considered settled on the basis of the last answer given unless appealed to the next Step, Mediation/Arbitration or Arbitration. The time limits of submitting a written appeal shall be ten (10) working days after Step 1; ten (10) working days after Step 2, and twenty (20) working days after a policy or grievance is answered by the designated Committee of Management.

20.11 **Arbitration** - It is the intent of the Parties to this Agreement to use a single arbitrator as a means of resolving disputes that are not settled in the grievance procedure and where the Parties mutually agree on the use of "Mediation/Arbitration" under Article 20.13.

20.12 **Single Arbitrator** - The Parties to this Agreement shall attempt to agree on naming the arbitrator as soon as the grieving party has submitted notice, in writing, of its decision to proceed to Mediation/Arbitration or Arbitration. Should the Parties fail to reach agreement within seven (7) days of the date of such notice, the necessary appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator shall proceed as soon as practical and his or her decision shall be final and binding upon the Parties. The Minister of Labour shall not appoint an Arbitrator already rejected by either party.

20.13 **Mediation/Arbitration** - The Parties agree to exclude the operation of S.87 (1) of the Labour Code. At any stage of the grievance procedure the Parties may mutually agree to assign any matter in dispute to the Mediation/Arbitration procedure set out below:

- (a) The dispute cases shall be numbered and heard in order of their becoming a dispute. A maximum of three cases shall be heard at any one hearing.
- (b) The hearing shall be held at a location agreed to by the Parties.
- (c) The Company and the Union respectively shall name any person of their choosing to represent their respective interests at hearings held hereunder.
- (d) Where possible, the Arbitrator shall attempt to mediate a settlement between the Parties. The Arbitrator shall determine his/her own practice and procedures but shall give full opportunity to the Parties to a hearing to present evidence and make submissions.
- (e) In the event that the Arbitrator determines that a written decision is necessary, such decision shall be brief and to the point.
- (f) The decision of the Arbitrator shall be binding on both Parties.

ARTICLE 21 - TECHNOLOGICAL CHANGE, JOB ABOLISHMENT AND SEVERANCE PAY

- 21.1
- (a) In the event the Company plans technological change(s) or re-organization resulting from technological change, which affects Unionized employees, the Company shall give the Union a minimum of four (4) months written notice of such technological change.
 - (b) The Company and the Union agree to meet and discuss the issue of technological change with the view to accommodating the Union's concerns regarding employment displacement and duties. The intention being to minimize any negative impact on the Unionized employees.
 - (c) The notice referred to in sub-section (a) above shall be in writing and shall state:
 - (i) the nature of the technological change or re-organization;
 - (ii) the date on which the Company proposes to effect the technological change or re-organization;
 - (iii) the approximate number and classifications of employees likely to be affected by the technological change or re-organization;
 - (iv) the effect that the technological change or re-organization is likely to have on the terms and conditions and security of employment of the employees affected;
 - (v) the number of jobs and job classifications to be abolished;

- (vi) the number of new jobs and job classifications to be created by the proposed technological change or re-organization to the maximum extent that such information is then available.

21.2 Job Abolishment

An employee whose job has been abolished may on the day such notice is given, exercise Company seniority to a position within that same division or to another division. Should training be required the employee shall be given twenty-one (21) days to train without any loss of pay.

21.3 Severance Pay

The Company shall pay to each employee with five (5) or more years of service, severance pay in the amount of a minimum of one week's pay for each year of service or any amount as determined under the *Employment Standards Act* of British Columbia, whichever is greater, when his or her employment is permanently discontinued due to automation or technological change.

ARTICLE 22 - TERM OF AGREEMENT

- 22.1 This Agreement shall be in full force and effect from April 1, 2007 to March 31, 2010, in following with Part 4, Section 45 (2) of the *Labour Relations Code*.
- 22.2 The operation of Part 4, Section 50 of the *Labour Relations Code* is hereby excluded.
- 22.3 All changes in the Collective Agreement shall be applicable on the effective date of the agreement unless otherwise specified.
- 22.4 It is agreed 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.

Signed this ____ day of _____, 2007.

FOR THE COMPANY

Brian Butler

FOR THE UNION

Mark Medd
Bargaining Committee

Larry Reed
Bargaining Committee

Gord Piper
Local Representative

Gavin McGarrigle
National Representative

APPENDIX "A" – (ARTICLE 12.1 (D) - EXTENDED HEALTH PLAN)

There is no deductible and the plans pay 100% of covered charges. The lifetime maximum payment for you or one of your dependents is \$25,000. This maximum may be reinstated after benefits of \$1,000 or more have been paid for one illness or injury, provided satisfactory evidence of health is provided to the insurance Company.

“Covered services” includes the following charges not paid by provincial Plans or other group insurance plans:

- Hospital charges for semi-private or private room
- Prescription drugs
- Ambulance Charges
- Professional services of the following Practitioners are covered to the maximum amounts indicated below. To learn the specific limits and terms for each of these services, contact the Personnel Department.

	Years 1&2	Year 3
acupuncturist and acupressure treatments combined	\$250	\$300
chiropractor and naturopath combined	\$500	\$600
clinical psychologist	\$100	\$100
physiotherapist and massage practitioner combined	\$625	\$750
podiatrist	\$250	\$300
speech language pathologist	\$100	\$100

- Hearing aids for all employees and children under age 16 up to \$300.00 each five years
- Accidental injury to natural teeth
- Eyecare - \$500 every two (2) years for employees and their dependents and \$500 every twelve (12) months for dependents under nineteen 19 or older if attending a registered educational program. Eye wear amount to be used toward the cost of laser eye surgery if requested. Eye examinations to be fully covered as required and separate from eyewear amount.
- Individual employee counselling
- Private duty care by a registered nurse for a person with an acute condition in a hospital in the patient’s province of residence.

The following charges are not covered by the Extended Health Plan:

- The daily "co-insurance charge" levied by the Provincial Hospital Program;

- Oral contraceptives;
- Expense for which a third party is liable at law

EMERGENCY CARE OUTSIDE CANADA

If you or your family require emergency care while travelling, you are covered by the Provincial Plans and our Extended Health Plan (up to the \$25,000 maximum). You are covered for all "reasonable and customary" medical charges and for hospital charges including the daily rate for a semi-private or private room.

APPENDIX "B" – (ARTICLE 12.2 - DENTAL PLAN)

Our Dental Plan has no deductible for you or your dependents. The plan pays "eligible dental expenses" as described below. "Eligible dental expenses" means procedures covered by our insurance policy, up to the amounts allowed under the "Schedule of Fee Allowance" of the insurance policy.

- "A" - 100% of basic dental care such as examinations, cleaning, fluoride twice per year;
- X-rays: full mouth series once each year; complete x-rays once each three years;
- Extractions and fillings;
- Stainless steel crowns, gold inlays or onlays (subject to certain limits);
- Repair or reline dentures;
- Endontics and periodontics.
- "B" - 50% of major restorative expense such as inlays and onlays involved in bridge work, crowns, bridge work, and new dentures are covered every five years.
- "C" - 50% of all orthodontic procedures to a maximum of \$5000.00 per child, lifetime.

There is no maximum dollar limit on these services A or B, assuming charges are within the Dental Fee Guide.

If you incur dental expenses as a result of accidental injury, such expenses may be covered under the "Extended Health Plan" described in Appendix "A".

EXCLUSIONS

You will not be covered if dental treatment is primarily for cosmetic reasons. Services are not covered if they are incomplete, unsuccessful, temporary or recent duplications. Dental work outside British Columbia is covered only for emergency care while travelling.

APPENDIX "C" - PENSION PLAN

Our pension plan is designed to provide you monthly income payments during your retirement. The normal payment method is a monthly income for as long as you live, guaranteed a minimum of 5 years...but when you actually retire you may select the payment option you wish (often employees select a "joint annuity" so payments continue for their spouse). The definition of "spouse" includes a partner of the same sex.

"When do payments begin?"

The first pension payment is the first of the month following retirement.

The normal retirement date is the last of the month following your 65th birthday. You may retire as early as age 55 (of course, your pension would be less than if you wait to age 65). Payments can begin as late as age 70 (in which case the payment would be greater than age 65).

You may retire as early as the last day of the month of your 62nd birthday with full accrued pension at that date, unreduced for early retirement.

"How is my pension benefit determined?"

The plan became effective July 1, 1973. You earn a monthly pension benefit of 2% of your "Adjusted Earnings" for each year you participate in the plan. "Adjusted Earnings" means 70% of your monthly income which is subject to a contribution to Canada Pension Plan...plus 100% of all your additional income. (The purpose is to coordinate the combined benefits of Canada Pension Plan and Butler Brothers Pension.)

In addition, employees who worked for Butler Brothers before July 1, 1973 and became a member of the Plan on that date, may earn a "past service pension benefit."

Each year you will receive a personal pension report which shows a calculation of your pension benefit based on your own pay and length of service. This report is the best way for you to understand the pension that may be earned each year and the total pension you may have at age 65.

"How much do I contribute to the plan?"

You contribute 5% of your "Adjusted Earnings" (as described in the previous question). You may choose to make additional contributions if you wish in order to increase your retirement income. Your contributions each year are deductible for income tax...up to \$3,500 each year.

This is not a savings plan, so you cannot withdraw or borrow the funds while you are employed by Butler Brothers.

If you die before retirement, all of your contributions plus interest are payable to your beneficiary.

"What if I don't work until retirement?"

On termination of employment you can receive a refund of your contributions plus interest. Or you can leave your funds in the plan and then receive a monthly pension when you retire.

If you leave your funds in the plan and you have more than six years of continuous service, you may earn a pension from the contributions by Butler Brothers. You are entitled to 10% of the pension, earned to your date of termination for each year you are in the plan after the sixth year. This means you are entitled to 100% of the earned pension after 15 years of participation.

APPENDIX "D" – (ARTICLE 12.5 - DISABILITY)

This section describes income payable to you if you are "disabled"...which means you are unable to work because of sickness or an accident and you are under the care of a physician. To file a claim for income benefits, you should contact the Personnel Department.

WEEKLY INDEMNITY

"Total disability" and "totally disabled" mean, with respect to an insured person, that as a result of bodily injury or disease the insured person is unable to perform the regular duties of the occupation in which the insured person was engaged immediately prior to the commencement of

disability except that the determination of "total disability" or "totally disabled" will be without consideration to the availability of such occupation.

For disability of up to 52 weeks you will receive:

- Maximum benefit from our Weekly Indemnity Insurance;

April 1, 2007	\$824.00
April 1, 2008	\$848.72
April 1, 2009	\$880.55
- Payment from the insurance plan begins after the first three days of disability. Once you qualify for this insurance benefit, the first three days of disability will be paid to you by the Company;
- If you are injured "on the job", this plan will not pay you. Instead, you will receive benefits from the Workers Compensation Board.

LONG TERM DISABILITY

"Total disability" and "totally disabled" mean, with respect to an insured person, that as a result of bodily injury or disease the insured person is unable to perform the regular duties of the occupation for remuneration or profit within the range of the person's education, training or experience, except that the determination of "total disability" and "totally disabled" will be without consideration to the availability of such occupations.

If your disability lasts longer than 52 weeks you will receive:

- \$2575.00 per month, effective April 1, 2007
\$2652.25 per month, effective April 1, 2008
\$2751.71 per month, effective April 1, 2009

for as long as you are disabled up to age 65, or 75% of wages, whichever is less.

- Co-ordination of payments: Disability payments you receive from Canada Pension (initial primary benefit), payments from Workers Compensation Board and payments from a rehabilitation program will reduce your long-term disability payment. However, payments from individual disability policies will not be offset.

Note to new employees: Long term disability may not cover you if you are disabled during the first twelve (12) months you are insured by this plan if you are disabled by a medical condition existing prior to your date of employment.

LIMITATIONS AND EXCLUSIONS

The following applies to disabilities under Long Term Disability only:

An employee must be actively at work on the effective date of the increase in benefit maximum to \$2,575.00 to be entitled to the increase. Any employee who is off work on disability on the effective date of the increase will only be entitled to the previous benefit maximum of \$2,500.00.

Any employee off work on disability on the effective date who subsequently returns to active work and then goes on disability again will be entitled to the increase for the subsequent disability.

The following apply to disabilities under Weekly Indemnity Insurance and Long-Term Disability.

- Payments cannot exceed 75% of your regular pay. Certain causes of disability are not covered such as war, riot, participation in a criminal offence, and self-inflicted injury or sickness.
- Payments from other disability or retirement plans could reduce your benefits. If you are disabled, you should see the Personnel Department to determine the amount of benefit payments you can receive.

APPENDIX "E" – JOB DESCRIPTION - GREASER

The job description of Greaser will encompass the following duties in connection with maintenance of trucks and other mechanical equipment operated by the Company and the premises and locations on which these duties are carried out.

- (a) Greasing and lubricating service maintenance.
- (b) Tire service maintenance.
- (c) Washing and cleaning trucks and preparation for and as part of the maintenance and service program.
- (d) The position will require the employee to hold a valid Class "3 with air" licence for the purpose of picking up and delivering trucks to and from their depots in order to carry out the maintenance and service program.
- (e) Such tasks as assigned by the Leadhand for maintenance of a clean and orderly truck, shop premises and other tasks the employee is assigned, such as assisting mechanical staff when called upon, providing these do not infringe on duties requiring a qualified mechanic.

APPENDIX "F"

The principal of employees retired early, up to age sixty-five (65) and allowed to be called as holiday or sick replacement is agreed. These employees would have no seniority rights and would not be utilized if any regular qualified member is on lay-off".

WAGE SCALE

Classification	Current	April 1, 2007	April 1, 2008	April 1, 2009
Wash Plant Operator	\$25.09	\$25.84	\$26.62	\$27.63
Crusher Plant Operator	\$25.54	\$26.31	\$27.10	\$28.11
Batch Plant Operator	\$25.76	\$26.53	\$27.33	\$28.35
Front-End Loader Operator	\$25.58	\$26.35	\$27.14	\$28.16
Transit Mixer - 3 Axle	\$25.14	\$25.89	\$26.67	\$27.67
Transit Mixer - 4 Axle	\$25.36	\$26.12	\$26.90	\$27.91
Transit Mixer - 5 Axle & More	\$25.54	\$26.31	\$27.10	\$28.11
Combination Rate Batch & Driver	\$25.69	\$26.46	\$27.25	\$28.28
Dump Truck Driver	\$25.04	\$25.79	\$26.56	\$27.56
Dump Truck with Pup Driver	\$25.54	\$26.31	\$27.10	\$28.11
Labourer Hired After Sept. 30, 1988	\$18.80	\$19.36	\$19.94	\$20.69
Heavy-Duty Mechanic with B.C. Govt. Certification	\$24.04	\$24.76	\$25.50	\$26.46
Greaser Hired After Sept. 30, 1988	\$18.80	\$19.36	\$19.94	\$20.69
Mechanic Tool Allowance (per hour)	\$1.70	\$2.20	\$2.70	\$3.20
Driver Trainer		\$2.00 per hour for all training hours		
Lead Hand:	\$0.50	\$1.00 over highest rate supervised		

Tool Insurance

Mechanics tools shall be insured by the Company if -

- (a) tools are inventoried and;
- (b) tools are kept in the Keating shop and locked. When tools are left out on a jobsite or mechanics are using them for purposes other than Butler Brothers business they are not insured by the Company. Insurance will

be paid for stolen tools only if the claim is accompanied by a police report and only if tools were being used for Butler Brothers business. The Company reserves a veto if these conditions are not met.

ADMINISTRATION

1. The Parties agree to amend the Collective Agreement so as to "gender neutralize" the language but to do so without changing the intent or interpretation of the clauses affected.
2. The Parties agree that any changes agreed to in the main body of the Collective Agreement will be reflected elsewhere in the collective Agreement including the relevant appendices.
3. The Parties agree to split equally the room rental and related costs for negotiations.
4. The Parties agree to split equally the costs of printing the new Collective Agreement (consult the Company before reprinting, re: costs).
5. The parties agree to provide direct payroll deposit for employees.