

AGREEMENT

BETWEEN

KORPACK CEMENT PRODUCTS COMPANY LIMITED

AND

TEAMSTERS LOCAL UNION NO. 213

January 1st, 2007 - December 31st, 2009

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: **KORPACK CEMENT PRODUCTS COMPANY LIMITED,**
154 Wellington Street
Trail, B. C. VIR 2K2

(hereinafter called the "Company")

PARTY OF THE FIRST PART

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

(hereinafter called the "Union")

PARTY OF THE SECOND PART

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

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION AND INTENT

INTERPRETATION

Section

- 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

Section

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 Appendices shall cover all employees of the Employer covered by the certificate, Appendix "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 within an area, the Company shall give the Union first opportunity to refer Union members for employment. 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 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 Teamsters Local, or
 - (ii) Dependent Contractors of another Teamsters 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 employees 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

Section

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

Section

4:01 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.

ARTICLE 5 - EMPLOYER'S RIGHTS

Section

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.

ARTICLE 6 - WAGES AND WAGE STATEMENT

WAGES

Section

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 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 amount of vacation pay and the total hours to date and the rate of pension contributions from January 1st of each year.
- 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

Section

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, excluding maintenance crews, shall commence on Monday and end on Saturday. The starting time of the day shift shall be at 6:30 a.m. or any half hour increment up to and including 10:00 a.m. All start times prior shall be at premium time.

In order to provide a service and maintain continuity, where competition necessitates, service may be provided on Saturdays on a voluntary basis according to the seniority list.

Employees who have not accumulated forty (40) hours of straight time in a week will have the right to work.

The employees will be paid at straight time hourly rate or granted an alternate day off, as mutually agreed upon by the employee involved and management.

It shall be understood that Saturday work will be announced no later than 12:00 Noon Friday, to the affected employees.

(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 (1½) 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 employee. Straight time worked to be calculated each quarter.

When overtime is to be worked on a shift or non-scheduled 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 (7½) 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 (3rd) shift for which eight (8) hours shall be paid.

CALL OUT

7:05 Any employee who is called out to work on a regular work day shall be paid not less than four (4) hours pay. Any employee who is called out to work on his sixth (6th) or seventh (7th) shift shall be guaranteed four (4) hours pay.

7:06 All hours worked on an employee's normal day off shall be paid as follows: first four (4) hours at time and one-half (1½), all excess hours to be paid at two times (2X) the base rate.

ARTICLE 8 - SENIORITY

PROBATIONARY PERIOD

Section

8:01 All new employees shall have a probationary period of fourteen (14) days worked or thirty (30) calendar days, whichever comes first.

SENIORITY LIST AND CLASSIFICATIONS

8:02 The Company shall keep posted in a conspicuous place on its premises and depots an up-to-date list of all employees covered by this Agreement, showing the date when each commenced his employment with the Company, and shall forward a copy of each list to the Union as it is posted. Such list shall be renewed on January 1st and July 1st of each year and shall show the employee's classifications.

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 rehire 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.

JOB POSTING

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 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 including those on layoff 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.

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 rehired, 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.

PLANT CLOSURES

8:10 Should the Company decide to close down any of its operations, in full or in part, which would result in the termination or layoff of regular employees, it is agreed that the Union and the employees will be given as much notice as possible.

The Company and the Union will 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 notice or severance pay in lieu of notice under this Article, the guidelines contained in Part 5 of the Labour Standards Act shall apply.

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

ARTICLE 9 - GENERAL HOLIDAYS

GENERAL HOLIDAYS

Section

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, 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 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 or accident.

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

Section

10:01 Each regular employee who has completed one (1) year of continuous service in the employ of the Company or has worked a minimum of 1,300 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 or who has worked a minimum of 1,300 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 or has worked a minimum of 1,300 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 or has worked a minimum of 1,300 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 or has worked a minimum of 1,300 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 March 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 April 15th. 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.

10:12 For the purpose of clarification, hours worked as indicated in sections 10:01 to 10:05 shall include time off due to W.C.B. and/or Weekly Indemnity. Eight (8) hours per day for each day of benefits.

ARTICLE 11 - GENERAL WORKING CONDITIONS

ON JOB INJURY

Section

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 a 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 after ten (10) hours. The employee shall be paid fifteen dollars

(\$15.00) 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.
- 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 requiring first aid men by W.C.B. regulations who work at other duties, in addition to their regular rate, shall pay such employees for a Class "C" ticket at thirty cents (30¢) per hour.

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 on 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 Teamsters 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 and vehicles.

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 excluded 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 AND CERTIFICATIONS

11:16 Should the Company or the Superintendent of Motor Vehicles or any Government Agency require licences and 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

Section

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 accommodations 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 mile, 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

Section

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 limit 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

Section

- 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, the first available of the following:

Vincent L. Ready

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

Section

15:01 See APPENDIX "B".

15:02 Sick leave shall continue as set out in Appendix "C" hereunto annexed and forming part of this Agreement.

ARTICLE 16 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY

TECHNOLOGICAL CHANGE

Section

16:01 The Company shall notify the Union at least three (3) months prior to the making of any change in any process of production or the introduction of equipment or technique which will affect the terms, conditions and security of employment of any of the employees.

16:02 The Company shall pay to each employee with three (3) or more years of service severance pay in the amount of one week's pay for each year of service when his employment is permanently discontinued due to automation or technical changes, in accordance with the Labour code of B.C. Section 76.

ARTICLE 17 - SAVINGS CLAUSE

Section

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 of wages, conditions, or increase in hours because of the adoption of this Agreement.

ARTICLE 18 - C.O.L.A.

Section

18:01 If the "All Items" Consumer Price Index for Vancouver (CPI) rises more than six percent (6%), the Parties agree that the wage rates in all classifications contained in Appendix "A" will be adjusted by ten cents (10¢) per hour for each one (1) full one percent (1%) above the six percent (6%).

The C.O.L.A. adjustment will be capped at twenty cents (20¢).

Any adjustments will not be folded into the above base rates of Appendix "A" on the final date of this Agreement.

December 31, 2003 CPI = 0.0%.

ARTICLE 19 - TERM OF AGREEMENT

Section

- 19:01 (a) This Agreement shall be for the period from and including January 1st, 2007 to and including December 31st, 2009. Either party to this Agreement may within four months immediately preceding December 31st, 2009 give to the other party written notice to commence Collective Bargaining.
- (b) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment, as set out in this Agreement will be observed and not varied, except by the parties mutual consent during the period the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

APPENDIX "A"

RATE PER HOUR

CLASSIFICATION	JAN. 1/06
Crusherman	\$22.84
Front End Loader	
- over 6 yards	\$23.10
- 3 to 6 yards	\$22.76
- under 3 yards	\$22.47
Precast Operator	\$22.37
Batcherman	\$23.44
Pump Truck Operator	\$23.25
Cat Operator	
- D-6 and over	\$22.75
- Under D-6	\$22.47
Mechanics	\$23.57
Transit Mixer	\$22.47
Transit Mixer: Boost-a-Load	\$22.68
Transit Mixer: Semi Trailer	\$22.95
Yardman	\$19.22
Truck Drivers	
Single Axle	\$19.72
Tandem	\$19.72
Truck & Pup	\$22.47
Block Truck	\$22.47

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

The Company agrees to provide adequate tool insurance to cover the cost of replacing such tools per mechanic due to the following:

1. Fire on Company premises.
2. Theft resulting from break-in to the Company premises and/or mechanic's tool box.

To be eligible, 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.

If Korpack Cement Products re-enters the ready mix concrete delivery business at a future date, the Appendix "A" wage breakdown will be revisited.

APPENDIX "A-1"

BLOCK PLANT

	RATES PER HOUR		
CLASSIFICATION	JAN. 1/07	JAN. 1/08	JAN. 1/09
Block Plant Machine Operator	\$20.26	\$20.86	\$21.46
Yard Worker			
- Block Plant Mixer Operator	\$19.82	\$20.42	\$21.02
- Block Plant Piler	\$19.82	\$20.42	\$21.02
-Yardman	\$19.82	\$20.42	\$21.02
- Single Axle Truck Driver	\$19.82	\$20.42	\$21.02
Tandem Axle Dump Truck	\$20.32	\$20.92	\$21.52
Tandem Axle Dump Truck With Pup	\$23.07	\$23.67	\$24.27
Tandem Axle Dump Truck With Hiab	\$23.07	\$23.67	\$24.27

Block Plant Machine Operator and Shift Boss will be paid fifty cents (50¢) per hour premium while supervising block plant work.

Block Plant Mixerman will be paid thirty cents (30¢) per hour premium while running mixer during masonry block production.

APPENDIX "B"

HEALTH AND WELFARE PLAN

The Employer agrees to contribute the full cost of the Teamsters Local Union No. 213 Health and Welfare Plan, the Plan to be administered by Teamsters Local Union No. 213, for all employees of the Company and/or members of the Union and eligible dependents coming under the jurisdiction of this Agreement.

- (a) It will be the responsibility of the Employer to ensure that all employees are enrolled in the Plan and for making remittances on their behalf. Failure of the Employer to enroll employees, forward completed forms and/or remit on the due date, being the tenth (10th) day of each month, to the Trustees, will cause the Employer to be liable for any claims arising therefrom.
- (b) It shall be the Union's responsibility to supply all necessary forms to the Employer.
- (c) The Employer shall remit the premiums to the Teamsters Union Local 213 Administrator and it shall be the Trustees' responsibility upon receipt of the remittance to distribute same to the applicable carrier.
- (d) Health and Welfare remittances shall be totally paid by the Company and shall be two dollars and thirty (\$2.30) per hour effective January 1st, 2006. Effective January 1st, 2008, contributions shall be increased two dollars and forty-five cents (\$2.45) per hour and effective January 1st, 2009 contributions shall be increased to two dollars and fifty cents (\$2.50) per hour.
- (e) The Union Trustees shall have the right to amend/alter the benefit levels of this Plan, terminating the term of this agreement should they deem it appropriate or necessary.

Eligibility

- (i) Any member of the Union who is in the regular employment of the Company on the effective date of the Health and Welfare Plan, shall join the Plan immediately.
- (ii) All members subsequently hired will be eligible and join the Plan on the 1st of the month coincident with, or next following the date of employment and also if he was a member of a comparable plan in the previous 30 days he will be eligible immediately.

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

APPENDIX "B-1"

PENSION PLAN

The Company shall contribute:

January 1st, 2006 - two dollars and twenty cents (\$2.20) per hour excluding overtime

January 1st, 2008 - two dollars and thirty-five cents (\$2.35) per hour excluding overtime

January 1st, 2009 - two dollars and forty cents (\$2.40) per hour excluding overtime

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

The Company shall make the following contributions based on the straight time 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 constructions.

Should the Company fail to remit contributions to the aforementioned Plan, as set out in Section (a) above, the Union is free to take any economic action it deems necessary against any such Employer 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.

APPENDIX "D"

BANKED OVERTIME

Where an employee desires to bank his overtime for the purpose of additional time off, he shall request and complete a form supplied by the Company indicating this, which will be binding until December 31st of the current year.

Overtime which is accumulated shall be credited in terms of hours and when taken as time off shall be paid out at the same hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's bank will be paid out in total.

An employee may, at any time, request all or part of his banked days. The requested day or days off, up to a total of ten (10) days, will be granted provided that fourteen (14) calendar days written notice has been given. Banked days shall not be granted during the months of June to September inclusive, except where mutually agreed by the employee and the Company.

Should too many employees request their banked time off at the same time, seniority would be the deciding factor. All banked time off must be taken by December 31st of the current year, and completed by the next payroll thereafter.

The Company will keep a record of all banked overtime which will be available for perusal by the employee.

Example of banked overtime:

1 hour at 1½ times = 1½ hours banked;

1 hour at double time = 2 hours banked.