

COLLECTIVE AGREEMENT

Term of Agreement: July 9, 1996 - July 8, 1999

BETWEEN:

TAGS FOOD & GAS
(Hereinafter called the "Employer")

AND:

**UNITED STEELWORKERS OF AMERICA
LOCAL UNION 9113**
(Hereinafter called the "Union")

PREAMBLEWhereas, the parties agree that it is mutually beneficial and desirable to promote harmonious relations and to set forth herein the agreement concerning rates of pay, hours of work and conditions of employment, safety, health, and welfare of employees to be observed between the parties and to provide a method for the orderly adjustment of differences and grievances, and to maintain an uninterrupted operation at the highest level of performance; witness in consideration of mutual covenants and Agreements herein set forth, the parties hereto have mutually agreed as follows:

ARTICLE 1 RECOGNITION

1.01 (a) The employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the bargaining unit described in the certification issued by the Labour Relations Board of BC.

(b) This recognition referred to in 1.01 (a) pertains to rates of pay, hours of work, and other conditions of employment, in conformity with the laws of BC in respect to labour relations.

(c) The word "employee" or "employees" whenever used in this Agreement refers to such employees as are covered by this Agreement. Words imparting the masculine gender shall include the feminine and vice versa.

1.02 The employer and the Union shall cooperate fully in the promotion and achievement of the matters set forth in the Preamble to this Agreement.

1.03 Following notification and permission (not to be unreasonably withheld) from the employer, Union representative(s) will be permitted entry to the employer's property in order to carry out their duties as related to the administration of the Agreement. Such duties are not intended to cause any disruption of the employer's operations or affairs, or cause employees to neglect their work duties and responsibilities.

1.04 Employees and/or Union representatives shall not engage in any Union activity on employer property or during working hours, except as expressly provided for in this Agreement, or as otherwise mutually agreed upon.

1.05 The company and Union agree that when supervision is performing work that is normally done by the bargaining unit, that no employee will be laid off, demoted, terminated, or have their recall deferred.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The employer shall retain, maintain and exercise all managerial rights, authorities, and prerogatives, subject only to the express terms and provisions of the Agreement.

ARTICLE 3 UNION SECURITY

3.01 Each employee shall, as a condition of his hiring or continued employment:

(a) Authorize the employer in writing to deduct Union dues from his pay. The authorization shall be in a form agreed to between the employer and the Union.

(b) Become a member of the Union and maintain membership in good standing.

3.02 (a) Check-Off: Process And Procedures

The employer shall deduct from the pay of each member of the bargaining unit, such Union dues, fees and assessments as prescribed by the Constitution of the Union.

(b) The dues so deducted shall be remitted, along with a list of the names of employees from whom such deductions have been made, within one (1) week after the end of the month payable to:

International Secretary-Treasurer
United Steelworkers of America
Unit D Box 34223
Vancouver, BC

3.02 (c) A duplicate itemized statement shall be forwarded as follows:

United Steelworkers of America
Local 9113
Box 1810
128 Commercial Park
Tumbler Ridge, BC
V0C 2W0

(d) The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted from the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why, along with any forms required by the International Union.

(e) The employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on the Income Tax T4 form.

(f) The Union agrees to indemnify and save the employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

3.03 An Employee's Failure To Maintain Membership In Good Standing

Upon notice in writing from the Union to the employer that an employee:

(a) is not a member of the Union;

3.03 (b) has revoked his written assignment of wages to pay initiation fees; Union dues or Union assessments; and/or

(c) has resigned from the Union,

the employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the employer and hold it blameless against any and all suits, claims, demands and liabilities that may arise for the purposes of complying with the provisions of this clause.

ARTICLE 4 NO STRIKES, NO LOCKOUTS

4.01 (a) The Union agrees that during the term of this Agreement there will be no strikes.

(b) The employer agrees that during the term of this Agreement there will be no lockouts.

ARTICLE 5 SETTLEMENT OF DISPUTES

5.01 (a) The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore encouraged to try to settle their complaints with their supervisor as soon after they originate as possible. Should a dispute arise between the employer and an employee regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

5.01 (b) The employer shall meet any of its employees and/or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. In the event of any meeting between an employee(s) and employer representatives that occurs during working hours such employee(s) shall be paid their regular hourly rate.

5.02 **Step I:** Within seven (7) days after the alleged grievance(s) has arisen, the employee and the steward may present the grievance in writing to his manager. The assistant manager will discuss the matter with the employee and the steward.

The assistant manager shall give his decision in writing within seven (7) days from the time the dispute was presented to him in writing. Failing a satisfactory settlement then:

Step II: Within seven (7) days from the time settlement could have been reached in the previous step, the employee, accompanied by his steward and a member of the Grievance Committee, may present the grievance in writing to the manager.

The manager will give his decision in writing within seven (7) days from the time the dispute was presented to him in writing. Failing a satisfactory settlement then:

Step III: Within seven (7) days from the time settlement could have been reached in the previous step, the employee, accompanied by his steward and a member of the Grievance Committee, may take the matter up with the president or his designate.

The president or his designate will give his decision in writing within seven (7) days from the time the dispute was presented to him in writing. Failing a satisfactory settlement the grievance may be referred to arbitration within thirty (30) calendar days.

5.03 Grievances, alleging violations which directly involve more than one employee and which are sufficiently common in nature that they may be conveniently dealt with together, may be submitted directly at Step II as one

grievance, signed by the employees concerned within seven (7) days of the event or circumstance upon which it is based.

5.04 Any difference arising between the Union and the employer as to the application, interpretation or administration of the Agreement, or as to whether it is arbitrable, may be submitted in writing by either party to the other at Step III, within seven (7) days of the event or circumstances upon which it is based.

5.05 In determining the time within which any Step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and the recognized statutory holidays shall be excluded. Any and all time limits fixed by this Article may be extended in writing by mutual agreement between the employer and the Union.

5.06 Answers shall be given in writing to the Union on a first, second and third stage grievance and shall be sent to the grievor, the Union steward involved, and the Union office.

5.07 If it is necessary for a steward to take time off during his working hours to investigate or attempt to settle a grievance in his area, he shall not leave his work without first advising and receiving approval from his supervisor. Such approval shall not be unreasonably withheld.

ARTICLE 6 ARBITRATION

6.01 Either party must within thirty (30) calendar days upon the completion of Step III of the grievance procedure outlined in Article 5, notify the other party in writing of its desire to submit to arbitration an unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement including any question as to whether the matter is arbitrable.

6.02 (a) Should the parties mutually agree to submit the matter to a single arbitrator, then within seven (7) days following such notice, either party will notify an arbitrator selected from the following list:

Merv Chertkow Allan H. Hope
Vince Ready Colin Taylor
Stephen Kelleher

or other person as the parties mutually agree.

If none of the arbitrators listed above are available, an appointment shall be made by the Minister of Labour of the Province of BC upon request of either party.

(b) Failing mutual agreement to refer the matter to a single arbitrator then, within ten (10) days the parties agree to appoint their respective nominees to the Board of Arbitration and the nominees shall select an arbitrator from the list in 6.02(a).

6.03 The arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render a decision.

6.04 The parties shall jointly bear the costs of the arbitrator. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded against either party.

6.05 Arbitration procedure shall be expedited by the parties.

6.06 At arbitration, the parties may have the assistance of the employee(s) concerned and any necessary witnesses. All reasonable arrangements shall be made to permit the conferring parties access to the property to view the operations in question and to confer with the necessary witnesses.

6.07 An arbitrator or Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or alter, modify, or amend any part of the provisions.

6.08 Arbitration shall be heard in Dawson Creek, Tumbler Ridge, or at such other place as the parties shall mutually agree upon in writing.

ARTICLE 7 DISCIPLINE AND DISCHARGE

7.01 If an employee alleges he has been suspended or discharged without just cause, he shall submit his grievance at Step III within five (5) days.

7.02 (a) Disciplinary letters shall be subject to the grievance procedure and will be issued within ten (10) days from the time the employee has been formally advised of the disciplinary action. The letter will contain the reasons for discipline.

With the exception of cases of discharge, and cases where the failure to comply is caused by the employee's absence a failure to issue the letter of discipline within the specified time frame will result in the issue being considered settled with no discipline being imposed.

(b) A copy of each disciplinary letter will be sent to the Union office within 24 hours of the date upon which the employee received the letter.

7.03 (a) A steward will be present when an employee is to be formally disciplined, suspended, or discharged.

7.03 (b) A steward along with the Grievance Committee Chairperson or President will be present when an employee is to be suspended or discharged.

(c) Upon request an employee will be shown his disciplinary or attendance record at a time mutually agreed upon. Copies of these records will be made available at the employee's request.

7.04 An employee who has been discipline free for two (2) years will have all discipline removed from his file.

ARTICLE 8 OFFICERS, COMMITTEES AND STEWARDS

8.01 The Union shall notify the employer in writing of the names of all officers, committeemen, safety representatives, and stewards and of any changes in the same.

8.02 The Union officers, committee people, stewards, and safety representatives shall notify their supervisor and they shall arrange a mutually satisfactory time to leave their work to attend to their duties as outlined in the Agreement. Upon request arrangements will be made for the use of a phone in private.

ARTICLE 9 DISCRIMINATION/SEXUAL HARASSMENT

9.01 There shall be no discrimination by the employer or by the Union with respect to any employee as provided in the Human Rights Act of BC, nor by reason of membership or activity in a trade Union.

9.02 Sexual Harassment

The employer and the Union do not condone sexual harassment. Any complaint or allegation of sexual harassment at the work place not satisfactorily resolved shall be dealt with by the parties through the grievance procedure.

Sexual harassment is defined as any repeated and unwarranted sexual comments, looks, suggestions, or physical contact that create an uncomfortable working environment for an employee or threatens the employee's job for chance for promotion.

Sexual harassment shall be treated as a serious offense of sex discrimination and can result in a whole range of disciplinary sanctions, up to and including discharge.

9.03 A grievance relating to a matter of alleged discrimination or sexual harassment may be launched at Step III of the grievance procedure.

ARTICLE 10 HOURS OF WORK

10.01 This Article is intended to define the normal hours of work and shall not be construed as guarantee of pay or of hours of work per day or per week, or of days of work per week.

10.02 (a) The term "work week" means that period of time commencing with the start of night shift on Sunday and terminating (168) hours thereafter.

(b) The term "work day" means that period of time commencing at the start of night shift and terminating twenty-four (24) hours thereafter.

10.03 The normal hours of work for employees shall be based on one of the following schedules:

(a) Eight (8) hours per day four (4) days per week; eight (8) hours per day five (5) days per week.

(b) Normal starting times will be as follows:

Eight Hour Shifts

Day Shift - 8:00 AM

Afternoon Shift - 4:00 PM

Night Shift - 12:00 AM

10.04 Prior to introducing a shift schedule outside of those referred to in 10.03 the employer will meet with the Union to discuss the new schedule, the impact it will have on employees and consider alternatives that may arise from these discussions.

10.05 Paid Work Breaks

All employees shall receive two (2) fifteen (15) minute rest periods at the work place. Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the employer.

ARTICLE 11 OVERTIME AND SPECIAL PAY

11.01 Opportunities for overtime will be distributed as equitably as is practicable among the employees in the classification who normally perform the work for which overtime is required. A record of overtime opportunities will be posted.

11.02 An employee called out to work during other than his regular hours will be paid the applicable overtime rate for actual hours worked.

11.03 The employer shall give an employee fortyeight (48) hours notice of a change in his regular shift. Where such notice is not given, the employee shall be paid at the applicable overtime rate for regular hours worked on the first shift following the change. This provision shall not apply to a new employee's initial assignment to a regular shift.

The provisions of this Section shall not apply to a change requested by an employee for personal reasons. No employee shall be allowed to change shifts under any circumstances without first receiving the approval of his immediate supervisor.

11.04 There shall be no pyramiding of overtime.

11.05 (a) Eight Hour Shift

One and one half (1 1/2) times the employee's regular hourly rate shall be paid for:

(i) time worked in excess of thirty-six (36) hours in a work week;

(ii) for the last four (4) hours worked on the first scheduled rest day.

(iii) time worked in excess of eight (8) hours in a work day.

(b) Two (2) times the employees regular hourly rate shall be paid for:

(i) Time worked in excess of ten (10) hours per day.

(ii) Time worked in excess of forty (40) hours per week.

11.06 Shift Premiums

Employees working other than day shift shall be paid the following premiums per hour, in addition to their regular rate:

Night Shift - 60¢ per hour

11.07 An employee who is required to work before his regular starting time shall be paid at the applicable overtime rate.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 (a) A regular employee shall receive statutory holiday pay at his regular hourly rate for each of the following statutory holidays, provided he has complied with the provision of Article 12.03 (a) in accordance with the payment schedule outlined herein:

New Years Day	Good Friday
Canada Day	Remembrance Day
Thanksgiving Day	BC Day
Boxing Day	Victoria Day
Labour Day	Christmas Day

12.01 (b) A regular employee shall receive eight (8) hours statutory holiday allowance, except when an employee who is normally scheduled to work the statutory holiday is required by the employer to take the statutory holiday off. In this case, the employee will receive holiday allowance equal to the number of regular hours he normally would have worked.

(c) Statutory holidays will begin at midnight on the day in question, and will conclude twenty-four (24) hours thereafter.

12.02 For work performed on a regularly scheduled shift on a statutory holiday, a regular employee shall be paid one and one half (1 1/2) times his basic rate in addition to any amount payable under Article 12.01 (a). Such hours worked will not be used for the calculation of overtime.

12.03 (a) Except if he is on vacation or any authorized leave of absence, a regular employee shall not receive statutory holiday allowance if:

(i) He does not work his last regularly scheduled shift before or his first scheduled shift after the statutory holiday;

(ii) He fails to work on a paid statutory holiday which he has been scheduled to work;

(iii) He has not completed his probationary period.

(b) In complying with Article 12.03 (a)(i), an employee shall be deemed to have worked the qualifying shifts if his absence is excused and/or otherwise authorized by the employer.

(c) Part-time employees that have complied with the provisions of Employment Standards of British Columbia shall be entitled to the provisions of Article 12.

ARTICLE 13 SENIORITY

13.01 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer between jobs, training opportunities, decrease in the working force, and recall after lay-off senior qualified employees shall be entitled to preference in accordance with the specific provisions of this Agreement.

13.02 Employees who have not completed three hundred and twenty (320) regularly scheduled hours worked within a six (6) month period shall be considered probationary employees and shall have no seniority rights. Such employees shall

have the right to grieve in respect to any matter other than his seniority. Upon completion of the probationary period, an employee shall acquire seniority and his name shall be entered on the seniority list according to his most recent hiring date.

13.03 There shall be one (1) type of seniority; namely company.

(a) The company seniority means the length of time of his service with the employer since his last hiring by the employer.

(b) The seniority for employees hired on the same day will be determined by the employee with the lowest payroll number.

13.04 Employees who have acquired seniority shall have that seniority maintained and accumulated during:

(a) Absence due to occupational accident while the employee is performing work for the employer.

(b) Authorized absence under Article 15.

(c) The period of time that an employee is absent and is in receipt of weekly indemnity.

(d) Lockouts.

13.05 Employees who have acquired seniority shall have that seniority maintained but not accumulated during:

(a) Absence due to lay-off not exceeding;

(i) one (1) year where the employee has less than two (2) years of seniority.

(ii) two (2) years where the employee has two (2) or more years of seniority.

(b) Strikes.

13.06 An employee who has acquired seniority shall have that seniority completely lost and his employment terminated if he:

(a) Quits his employment with the employer.

(b) Is discharged and not re-instated under the terms of this Collective Agreement.

(c) Is laid off for a period beyond that described in 13.05 (a) (i) and (ii) above.

(d) Is sent notice of recall by double registered mail to his last address of record with the employer and fails to report within fifteen (15) days of receipt of notice, unless he has contacted the employer and has received an extension to report. The extension will not be unreasonably withheld. A notice of recall which has been returned as unclaimed or refused will be considered received. In the event of a disruption of mail service the employer and Union agree to meet to discuss alternate methods of recall. Illness substantiated by medical evidence will be considered as sufficient grounds to be granted an extension to report.

(e) Accepts severance pay.

(f) Accepts a salaried position.

13.07 (a) The employer shall maintain up-to-date "company" seniority lists showing each employee's order of seniority with his name, service date, classification, and payroll number.

(b) The seniority list shall be posted on the employee bulletin board and a copy shall be supplied to the Union office

13.08 Permanent Shutdown

In the case of a permanent lay-off or shutdown of the employer's operations resulting in the termination of employment, the employer will give:

(a) Two (2) weeks notice in writing to the employee if his period of employment is less than one (1) year.

(b) Three (3) weeks notice in writing to the employee if his period of employment is one (1) year but less than three (3) years.

(c) Six (6) weeks notice in writing to the employee if his period of employment is three (3) years but less than five (5) years.

(d) Eight (8) weeks notice in writing to the employee if his period of employment is five (5) years or greater.

Failing such notice, the employer shall pay, at an employee's regular straight time rate of pay, for the number of days notice not given that the employee would normally be scheduled to work that is less than the required number of days notice.

13.09 (a) Lay Off Procedure

In the event of a lay off, the employee with the least seniority with the employer shall be the first laid off. No regular employee may be laid off while probationary or casual employees are retained to perform similar work which the regular employee possesses the necessary qualifications, skill and ability to perform.

(b) In the event of a lay off, the order of lay off shall be as follows:
- probationary employees, then

- casual employees, then
- regular employees.

(c) Employees shall be recalled in the inverse order provided those to be recalled possess the qualifications to perform the available work.

ARTICLE 14 JOB POSTINGS

14.01 (a) All vacancies and new positions within the bargaining unit will be posted on the employee bulletin board for five (5) working days. A copy of all job postings will be sent to the Union.

(b) The determining factor between two qualified applicants shall be seniority. Failing successful applicants the employer may recruit.

(c) Employees interested in a vacancy must apply in writing and be signed by both the supervisor and the employee.

(d) The successful applicant's name will be posted on the employee bulletin board.

ARTICLE 15 LEAVES OF ABSENCE

15.01 (a) (i) An employee may be granted a leave of absence for sufficient reason. Such requests will not be unreasonably denied.

(ii) A leave of absence form must be in writing and authorized by a management representative. All requests for leave of absence and floaters will be answered by the employer, in writing within ten (10) calendar days.

(iii) Employees who have been elected or appointed by the Union to attend Union conventions or do other similar work for the Union such as attending shop steward and safety representative schools will be granted a leave of absence without pay for this purpose.

Not more than one (1) employee from any one shift may be on leave at any one time.

The Union agrees to give the employer one (1) weeks notice in writing and such leaves are not to exceed two (2) weeks.

15.02 (a) A bereavement leave with pay of four (4) regularly scheduled shifts, will be granted to an employee upon a death in his immediate family, provided the leave is taken within ten (10) calendar days of the death. Prior to taking such leave, the employee must advise his immediate supervisor which days he will be taking. "Immediate family" means the employee's spouse, child or step-child, parent or step-parent, brother, sister, parent-in-law, grandparent, grandchild or grandparent-in-law.

For the purpose of this clause "spouse" shall be defined to include a common-law spouse.

(b) An employee eligible for a bereavement leave which occurs during his vacation shall be entitled to have that portion of his vacation rescheduled.

15.03 A female employee may apply in writing and shall be granted unpaid maternity leave to a maximum of 24 consecutive weeks (or less as may be requested by the employee) in accordance with the Employment Standards Act. Upon presentation of medical evidence the leave may be extended for a maximum of an additional six (6) weeks. Requests for additional leave under this clause will be considered on a case by case basis.

15.04 The employer recognizes that a request for paternity leave is a legitimate reason for leave of absence. Leave will be granted as provided for in Article 15.01, for a duration mutually agreed upon between the employee and his supervisor.

15.05 **Effective July 9, 1996.**

An employee shall be entitled to one (1) floating holiday for each six (6) months of continuous service.

Floating holidays will be scheduled on an individual basis by mutual agreement between the employee and his supervisor. Payment for floating holidays will be equal to the number of hours the employee would normally have worked on the day the floater is taken.

ARTICLE 16 VACATION

16.01 (a) Employees will be entitled to annual vacation with pay, in accordance with the following schedule.

(b)	Completed Years Of Service	Annual Vacation Time	Pay
	1 Year But Less Than 3 Years	64 Hours	4.4%
	3 Years But Less Than 5 Years	96 Hours	6.0%
	5 Years or More	128 Hours	7.0%

(c) Annual vacation pay shall be calculated using the applicable per cent from (b) above, as a percentage of the employee's gross earnings for the preceding year.

(d) Vacation pay will be a separate cheque and will not be calculated as earnings on the employee's regular pay cheque. Employee's will receive their vacation cheques prior to their scheduled vacation.

16.02 Employees shall be required to submit their preference for vacation time to their supervisor, following this the employer will post approved vacation schedules.

16.03 Preference for vacation entitlement will be determined on the basis of company seniority of those employees whose applications for vacation are received by March 31st in each year.

16.04 Where employees have made arrangements to take their vacation at the same time as their spouse and the employee's spouse has a vacation of greater duration the employer will grant an unpaid leave of absence to the employee to make up the difference. Such requests will not be unreasonably denied.

ARTICLE 17 HEALTH AND WELFARE

17.01 The employer agrees to pay the full cost of providing the benefits set out below for any employee who has elected or in the future may elect to be covered by the Plans; provided that such employee meets the eligibility requirements for enrollment. Coverage provided is subject to the terms of the respective insurance policies.

(a) Medical Services Plan Of British Columbia*

Effective on the first day of the month following date of employment.

(b) Weekly Indemnity

60% of weekly earnings.

Benefits are provided from the fifteenth (15th) day of accident, sickness and hospitalization. Benefits are payable for seventeen (17) weeks.

Effective on the first day of the month following the date of employment.

(c) Long Term Disability

60% of monthly earnings.

Benefits begin after seventeen (17) weeks and are payable to age 65.

(d) Extended Health Care*

Hospital - 100%
Drugs - 80%

Effective on the first day of the month following the date of employment.

(e) Dental Care*

Basic -	100%	Unlimited
Major -	50%	\$1500/Year
Orthodontics-	50%	\$1500/Life

Effective upon completion of the probationary period.

(f) Group Life And Accidental Death & Dismemberment

\$25,000.00
Dependent Life
Spouse - \$10,000
Child - \$ 5,000

Eligible on date of hire.

17.02 (a) A summary of the benefits plan will be provided to each employee.

(b) A copy of the benefits master plan will be provided to the Union office.

17.03 Any employee that is currently covered by their spouse's health and welfare plan shall be excluded from Article 17.01 (a).

*Includes qualified dependents.

ARTICLE 18 HEALTH AND SAFETY COMMITTEE

18.01 (a) The employer agrees that they will provide a safe and healthy work place for their employees and the employees agree they will adhere to guidelines for safe conduct.

(b) The employer, Union and the employees agree to cooperate fully with each other on all matters of health and safety.

(c) Where a person is partially disabled through accident or illness, the parties agree to discuss alternatives to meaningfully employ that person.

(d) If an employee is injured on the job, the employer will maintain his/her normal daily earnings for the day of injury.

ARTICLE 19 NO INDIVIDUAL CONTRACTS OR AGREEMENTS

19.01 (a) No employee shall be compelled to or allowed to enter into any individual contract or agreement with his/her employer concerning the conditions of employment varying the conditions of employment contained herein.

(b) No employee shall be asked to make a written or verbal agreement with the employer covering hours of work, wages, or conditions during the term of this Agreement.

ARTICLE 20 GENERAL PROVISIONS

20.01 (a) Unless advised of changes, any registered mail required to be given to the employer under the terms of this Agreement shall be addressed to the:

Manager
Tags Food & Gas
Box 2039
Tumbler Ridge, BC
V0C 2W0

20.01 (b) Unless advised of changes, any registered mail required to be given to the Union under this Agreement shall be addressed to:

United Steelworkers of America
Local Union 9113
Box 1810
Tumbler Ridge, BC
V0C 2W0

(c) Any registered mail shall be deemed to be given on the next business day following the day of mailing. The registration receipt shall establish the date of mailing.

(d) An employee who is laid off for a period of more than two (2) weeks or is terminated by the employer will be paid all wages forthwith.

20.02 Attendance at all staff meetings shall be on a voluntary basis.

20.03 Rules and regulations of the employer will not be inconsistent with the terms of this Agreement.

20.04 The parties agree that all Union employees are entitled to wear a Union pin or button while at work.

20.05 When an employee is authorized to use cash registers, cash cheques, honour credit cards or credit accounts, he or she will not be required to repay a cash shortage provided he or she has followed management's instructions and company policies. An employee may be subject to disciplinary action for any such incidents.

20.06 All fulltime employees shall be granted four (4) paid sick days per year. To be eligible for payment an employee must provide a doctor's note. Payment for sick days will be equal to the number of hours the employee would normally have worked.

20.07 The present practice with regards to mutual shift exchanges will be continued.

MEMORANDUM OF AGREEMENT

**By and Between
Tags Food & Gas
(The Company)**

and

**United Steelworkers of America
Local 9113
(The Union)**

This Agreement shall commence on July 9, 1996. It shall continue in full force and effect to and including July 8, 1999 and thereafter from year to year unless either party gives written notice within (90) ninety days prior to the expiry date or of any subsequent anniversary date thereafter, requiring the other party to commence collective bargaining with the intent of concluding a renewal Agreement.

Should either party give written notice to the other party pursuant to this Agreement it shall thereafter continue in full force and effect until the Union gives notice of strike or the employer gives notice of lockout in accordance with the Labour Relations Code of British Columbia, or the parties conclude a renewal Agreement.

The operation of Section 50 of the Labour Relations Code of British Columbia is hereby excluded.

FOR THE COMPANY

FOR THE UNION

Doug Leslie

Glenn Steele

Kim Bilan

LETTER OF UNDERSTANDING

By and Between

TAGS FOOD & GAS

and

UNITED STEELWORKERS OF AMERICA

Local Union 9113

Re: Employee Safety On Evening And Night Shifts

It is understood that the parties have a concern for the safety and security of the employees.

It is therefore agreed that on evening and night shifts, in the absence of a second employee in the work place, a system will be put into effect which will allow the employee on shift to call for immediate assistance from another employee that is not regularly scheduled for that shift.

FOR THE UNION

FOR THE COMPANY

Doug Leslie

Glenn Steele

Kim Bilan

WAGE APPENDIX A

<u>Classification</u>	<u>July 9, 1996</u>	<u>July 9, 1997</u>	<u>July 9, 1998</u>
Clerk/Cashier	\$ 8.86	\$ 9.13	\$ 9.41
Probationary Employees	\$ 8.00	\$ 8.00	\$ 8.00
Students	\$ 7.00	\$ 7.00	\$ 7.00

Letter of Understanding

By and Between

TAGS FOOD & GAS

and

UNITED STEELWORKERS OF AMERICA
Local Union 9113

Re: Union Management Meetings

Further to our discussions during negotiations it is agreed by both parties to hold Union Management Meetings not less than once per quarter (three months).

FOR THE COMPANY

Doug Leslie

FOR THE UNION

Glenn Steele

Kim Bilan

Letter of Understanding

By and Between

TAGS FOOD & GAS

and

UNITED STEELWORKERS OF AMERICA

Local 9113

Re: Health and Safety Committee

Further to our discussions during negotiations it is agreed by Tags Food & Gas as follows:

The employer shall implement a Health and Safety Committee as outlined in the Workers' Compensation Board of British Columbia regulation within two (2) months following ratification.

Such plan will involve consultation with the Union prior to implementation.

FOR THE COMPANY

Doug Leslie

FOR THE UNION

Glenn Steele

Kim Bilan

Letter of Understanding

By and Between

TAGS FOOD & GAS

and

UNITED STEELWORKERS OF AMERICA

Local 9113

Re: Lay Offs (Article 1.05)

In recognition of the concerns expressed by the company, the parties agree that in the event lay off notice is given, which will result in the termination or demotion of any employee(s), that the parties will meet as far in advance as possible to discuss the orderly applications with respect to lay off.

FOR THE COMPANY

Doug Leslie

FOR THE UNION

Glenn Steele

Kim Bilan

