

**RETAIL WHOLESALE UNION LOCAL 580
-and-**

EQUIPLUS SERVICES LTD.

Duration of Agreement:

FROM: June 1, 2002

TO: September 30th, 2005

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THIS AGREEMENT entered into this 28th day of July,
2003.

BETWEEN:

RETAIL WHOLESALE UNION LOCAL 580

(hereinafter referred to as the "Union")

OF THE FIRST PART;

AND:

EQUIPLUS SERVICES LTD.

#7 - 68 Schooner Coquitlam BC

(hereinafter referred to as the "Company")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economical relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

ARTICLE 1 - DEFINITION

Section 1. The term employee as used in this Agreement includes all employees of the Company who are paid on an hourly basis and who are defined as employees under the labour laws of British Columbia.

Section 2. It is agreed that no employee excluded from the terms of this agreement shall perform any work within the Bargaining Unit except in matters of urgency.

Section 3. The masculine shall include the feminine, and the singular shall include the plural, and vice versa.

Section 4.

(a) In the event the business or part thereof is sold, leased, transferred or where another Limited Company is set up to perform any of the functions previously performed by the Company or where the business or part thereof is let out to a Contractor; or where the stock or equipment of the business is sold, leased or transferred out of the usual course of the business the purchaser, lessee, transferee, contractor, or sub-contractor shall continue to be subject to the terms and conditions of this Agreement for the life thereof as if no changes had occurred as if it had been signed by him.

(b) If at any time the Company intends to sell, lease or transfer the entire operation or any part thereof, the Company shall give notice of the existence of this Agreement to any purchaser, transferee or lessee of the operation covered by this Agreement or any part thereof. Such notice shall be given to the purchaser, transferee, lessee, etc. before any formal document of sale, transfer or lease is executed and shall be in writing. A copy of such notice shall be supplied to the Union upon the document of sale, lease or transfer being executed.

Should Section 35 of the labour code of British Columbia be changed the third party shall continue to be bound by the terms and conditions of the Collective Agreement.

Section 5. Employees shall be defined as falling within one of the three (3) following categories:

Regular full time - an employee who has successfully completed his probationary period and works the standard work week.

Regular part time - an employee who has successfully completed his probationary period and works between twenty (20) and thirty-two (32) hours per week on a regularly scheduled basis. The number of regular part-time employees working for the Employer at any given time shall be limited to one (1). It is understood that regular part-time employees shall have option to relieve regular full-time employees who are absent from work due to illness, injury, or scheduled vacation.

Seasonal - The Parties will meet and discuss the parameters of this category during the life of this Collective Agreement.

Section 6. The Collective Agreement shall apply to regular part time employees as follows:

- (a) **Statutory Holidays** - a regular part time employee shall be entitled to each of the Statutory Holidays specified in subsection (b) of Section 2 of Article 5 with pay. The rate of pay shall be the average of the regular part time employee's daily earnings exclusive of overtime, for the days he has worked in the four (4) week period preceding the week in which the Statutory Holiday occurs. That is, the employee will be paid the percentage of eight (8) hours that represents the percentage of days worked in the previous four (4) weeks.

- (b) **Vacations** - time off shall be in accordance with years of continuous service. For each week of holiday the employee will be paid an amount equal to the average weekly earnings in the past year. Regular rate of pay shall be proportional in accordance with the regular part time employee's regularly scheduled work week. At the time of T-4 slip issuance, the employee will receive any difference between vacation pay received in the previous year, and the employee's applicable percentage entitlement.
- (c) **Severance Pay and Automation** - weeks of pay shall be calculated proportionally on the basis of the regular part time employee's regularly scheduled work week.

Employees will receive one week of severance for each completed year of service up to a maximum of fifteen (15) weeks.

- (d) **Sick Leave** - regular part time employees shall accrue one-half day of disability leave credit for each one hundred and sixty (160) hours worked to a maximum of six (6) days in any year.
- (e) All other terms of the Collective Agreement shall apply to regular part time employees in accordance with their provisions.

Section 7. The Company and the Union agree the duties of the Service Technician Classification shall be carried out within the following geographic boundaries within the Province of British Columbia:

Southern Boundary	US/Canadian Border
North Boundary	Squamish, North Shore Mountains, Mission and Agassiz.
West Boundary	Shoreline, Pacific Ocean.
East Boundary	Agassiz B.C.

ARTICLE 2 - UNION RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining agent for the employees as defined in Article 1 during the term of this Agreement, and agrees to negotiate with the Committee selected by the Union, looking toward a peaceful and amicable settlement of any difference that may arise between the Company and the Union.

Section 2. The Company shall provide one bulletin board, the location to be agreed upon by the Shop Steward and the Company, for the purpose of posting Union Notices, copies of this Agreement and official papers. All such material may be posted only upon the authority of officially designated Representatives of the Union.

Section 3. There shall be no discrimination against any member of the Union because of legal Union activities.

ARTICLE 3 - UNION SECURITY

Section 1. All employees now Members of the Union shall, as a condition of employment, remain Members of the Union. All new employees shall become Members of the Union upon completion of five (5) days service with the Company. All employees shall, as a condition of employment, pay Union dues.

Section 2.

- (a) The Company agrees to deduct by the 15th day of each month out of the wages due to such employee, the monthly Union dues and initiation fees and/or assessments of such employee. It will be the obligation of the Employer to get the employee to authorize such deduction in writing.
- (b) All Union dues and initiation fees and/or assessments so deducted shall be remitted by the Company in alphabetical order on forms supplied by the Union, to the Secretary of the Union within seven (7) days after the date of the said deductions, together with a list of the names of the employees from whom deductions were made.
- (c) Names of employees hired, transferred, discharged, on compensation or absent due to illness or injury and all employees who have left the employ of the Company of their own accord shall be submitted to the Union once each month.
- (d) The amount of Union dues and Initiation fees and/or assessments deducted will be shown against the individual employee's name. Where a deduction is not made, an explanation will be shown against the employees' name, i.e.
 - 1. Employee laid off
 - 2. Retired
 - 3. Deceased
 - 4. Voluntary Termination
 - 5. Discharged.

Section 3. All work normally performed by employees within the bargaining unit shall be performed only by such persons. This shall not apply to help offered on a casual basis by persons not within the unit in such a manner as not to prejudice the employment of a unit member.

ARTICLE 4 - MANAGEMENT

Section 1. The Management and the direction of the Company's operations, including the right to hire, suspend or dismiss for proper cause, and the right to relieve employees from duties because of lack of work is vested exclusively in Management provided, however, that this will not be used for the purpose of discrimination against an employee, or to avoid any of the provisions of this Agreement.

Section 2. The Company shall not introduce any policy which contravenes the provisions of this Agreement, provided however, that nothing in this clause shall in any way restrict or affect the rights of Management provided for herein or in the operation of the business.

ARTICLE 5 - HOURS OF WORK

Section 1. Except as provided in Section 1(a) below, the Company and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Sunday to Saturday, inclusive. The standard work day shall commence between the hours of 6:00 a.m. and 9:30 a.m. It is not the Company's intention to schedule employees with various starting times in any one week.

- (a) The Company and the Union agree that the standard work day for Service Technicians shall consist of five (5) eight (8) hour shifts or four (4) ten (10) hours shifts Sunday through Saturday.

Section 2. Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

- (a) Double time for all hours worked after the regular shift, Sunday to Saturday inclusive.

All other overtime will be paid out at the time worked on the regular scheduled pay period.

Any overtime offered to employees, due to sickness of a bargaining unit member, will be offered by seniority. If no one accepts this overtime, reverse seniority will apply. The employee has the option of being compensated by time off or by pay in lieu.

- (b) Double time shall be paid for all work performed on the following Statutory Holidays

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

- (c) When a Statutory Holiday mentioned in sub-section (b) falls on a regular full-time employee's regular day off, the regular full-time employee shall be entitled to another day off, to be taken at a mutually agreeable time, in lieu of such holiday without deduction in pay.

Section 3. A regular full-time employee shall be entitled to each of the Statutory Holidays specified in sub-section (b) of Section 2 of this Article with full pay provided he has worked a minimum of ten (10) days in the four (4) week period immediately preceding the holiday.

If the regular full-time employee has worked less than ten (10) days in the four (4) week period immediately preceding the holiday, his holiday pay shall be pro rated to the actual days worked during the period. For each day worked he shall receive 0.8 hours pay. It is agreed that a regular full-time employee shall qualify under this provision if his absence during the four (4) week period immediately preceding the holiday is due to legitimate sickness or accident.

A regular full-time employee shall not qualify under this provision if the regular full-time employee is receiving Workers' Compensation or Weekly Indemnity benefits for the Statutory Holiday.

Section 4. Employees called in to work and receiving less than four (4) hours work shall be paid for four hours. However, if four hours work is not available at the regular job, an employee shall perform such work for the remaining period of time, as may be assigned to him.

Section 5.

- (a) Work performed over four (4) consecutive hours without a meal period shall be paid for at the rate of double time and shall not apply to Service Technicians.
- (b) An employee called out to work outside his regular working hours shall receive not less than two (2) hours time at double his regular wage rate. This applies on regular working days where the employee has worked his regular shift, and also on all scheduled days off.
- (c) The sum of Ten Dollars (\$10.00) supper money shall be paid to employees who work four (4) hours or more overtime beyond their regular shift.

Section 6. The Management and the Union shall arrange by mutual agreement, any changes in the starting and stopping time of hours of work, also for the meal period.

Section 7. All employees shall have a fifteen minute rest period midway during each work period of three hours or more without a deduction in pay, such rest period to be from work area to work area. The periods shall be so arranged that all employees shall enjoy the benefits of the periods in a place providing the opportunity to take a snack. Service Technicians shall be entitled to two (2) fifteen (15) minute rest periods per shift without a deduction in pay.

Section 8. Employees working on shifts starting between the hours 12:00 pm and 6:00 am shall receive a shift bonus of seventy-five (75) cents per hour and employees working on a graveyard shift or third shift shall receive a shift bonus of seventy-five (75) cents per hour.

Section 9. It is understood that overtime is on a voluntary basis and no employee covered by this Agreement will or can work overtime without the consent of the Company.

Section 10. As a result of the variable working day, vacation time off will be calculated by the hour rather than the traditional week. Time off will be taken in one week increments. (Periods less than one week will be carried over to the following year, unless otherwise mutually agreed.)

ARTICLE 6 – VACATIONS

Section 1. Regular members of the staff who have the following records of continuous service with the Company shall be entitled each year to the following vacations with pay. All said vacations shall be taken as time off in the calendar year in which earned.

- (a) Three months but less than twelve months - one day for each completed month of employment at the regular rate of pay. Maximum in first year is ten (10) working days.

- (b) One year but less than three years - two weeks at their regular rate of pay
- (c) Those with three years or more - three (3) weeks at their regular rate of pay
- (d) Those with eight years or more - four (4) weeks at their regular rate of pay
- (e) Those with thirteen years or more - five (5) weeks at their regular rate of pay
- (f) Those with nineteen years or more - six (6) weeks at their regular rate of pay

Section 2. In the case of an employee with three (3) months of service or less, the provisions of the Employment Standards Act of British Columbia shall apply.

Section 3. For each statutory holiday occurring in the annual vacation period of an employee, the employee shall receive an extra days vacation for each such holiday.

Section 4. Any temporary lapse or lapses in employment due to illness, accident or other causes beyond the control of the employee, shall not affect the continuity of employment for vacation purposes.

Where the lapse or lapses in employment exceed sixty (60) working days in a calendar year, then continuity of employment for vacation purposes shall be affected and in addition the vacation entitlement referred to in Section 1 shall be pro-rated based on percentage of attendance at work. When the vacation reduction exceeds the vacation credits still owing to an employee in a calendar year, the additional pro-rating may be applied to the subsequent year.

Section 5. Vacations shall be awarded on the following basis:

- (a) With respect to scheduling of vacation time off, the preferred position in the selection and allocation of vacation shall be awarded on the basis of seniority with the understanding that only one person at a time shall be awarded vacation time off.
- (b) As far as remaining vacation entitlement is concerned, the preferred position in the selection and allocation of vacation shall be awarded on the basis of seniority. The vacation planner will be circulated twice, by seniority, to all employees. On the first circulation, each employee will be allowed to schedule three (3) of their weeks of vacation at any time during the calendar year. The planner will then be circulated a second time to all employees, by seniority, and any remaining vacation can be scheduled as well as any statutory holiday make-up days, floaters, and banked overtime days.
- (c) All requests for vacations must be submitted no later than January 31st. Employees who fail to designate their preference prior to January 31st, shall receive vacations within the vacation period but only during those periods not already allotted.
- (d) The above vacation schedule shall be prepared between the Company and the Shop Steward and posted no later than February 15th.

Section 6.

- (a) Vacation pay shall be given to the employee just prior to commencement of his or her vacation, for the period of vacation being taken at that time. Vacation pay will be calculated at forty (40) hours pay at the employee's regular rate for each week of vacation.

Section 7. Employees leaving the employ of the Company shall be paid a vacation allowance dating either from the date of employment, or the last vacation period, whichever may be applicable. Such allowance shall be as described in Section 1 above.

The "vacation period" is January 1st to December 31st of a calendar year.

Section 8. Upon termination of any employee, the Company shall recover from that employee any overpayment of holiday pay, or paid vacation allowance resulting from the employee taking his vacation before the vacation is fully earned.

ARTICLE 7 - LAY-OFF NOTICE

- (a) In the event of a lay-off, two (2) working days notice or two (2) days pay in lieu of notice shall be given to the most junior employee who is working at the time. All other employees shall be given two (2) weeks lay-off notice or pay in lieu of notice in the event of a lay-off. All lay-off notices shall be in writing with a copy to the Shop Steward.
- (b) Notwithstanding (a) above, where it has been necessary to lay-off employees out of seniority, such employees may be recalled for one week (with a one week lay-off notice) provided there are employees with less seniority still working.

ARTICLE 8 - STRIKE BOUND GOODS

Section 1. It shall not be a violation of this Agreement that in the event of a legal strike amongst the employees of a concern with which the Company is doing business, a Company employee refuses to service such strike bound firm by crossing a legally established picket line.

Should a question regarding "hot" goods arise, it shall immediately be referred by the Union Representative to the Supervisor, Warehouse for joint discussion and consideration.

ARTICLE 9 - SEVERANCE PAY AND AUTOMATION

Section 1. ADVANCE NOTICE

Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its operations that would result in the termination or lay-off of employees, it will give the Union and the Shop Steward three (3) months advance notice. It is understood the parties shall then discuss the question of retraining or the application of severance pay. When a job is deleted above basic, the employee so affected shall return to his former classification, or a base rated job, whichever may be applicable.

ARTICLE 10 - SICK LEAVE

Section 1. Full time employees after completing their probationary period with the Company shall accrue one half day of disability leave credit, for each calendar month of full time employment thereafter to a maximum of six (6) days in any year. At the beginning of each calendar year, employees, after satisfying the qualifying period above, will start the year off with six (6) sick days and any days taken as sick days shall be so deducted.

Section 2. The Company shall take whatever steps it feels necessary to establish the genuineness of a disability.

Section 3. Employees shall be paid out 50% of their unused sick days annually, this payment to be made by January 31st of the calendar year following the year in which the sick days were earned.

Section 4. Employees, if found abusing this privilege, shall be disciplined by Management. In such cases the Company may discontinue or reduce the sick leave benefit of the employee or terminate the services of such employee.

Section 5. When an employee is retired by the company or voluntarily leaves the employ of the Company he shall be compensated in cash for 100% of any unused sick leave accumulated as of the date of his termination.

ARTICLE 11 - PROBATIONARY PERIOD

Section 1.

- (a) Employees shall be regarded as probationary for the first thirty (30) working days. Probationary employees services may be terminated at the employer's discretion. Probationers have full access to the Grievance Procedure.
- (b) Upon completion of their probationary period, employee's names shall be placed on the seniority list in order of their date of original employment.

ARTICLE 12 - SAFETY AND HEALTH

Section 1.

- (a) The Company shall maintain adequate and clean lunchrooms, rest rooms and sanitary facilities for the use of their employees, and shall pay proper attention to the elimination of conditions of employment which are a hazard to the safety and health of their employees.

Protective devices, special wearing apparel and other equipment necessary to properly protect the employees from injury shall be provided for by the Company.

- (b) The Company agrees to pay the first days wages for compensation cases.

Section 2. There shall be a Safety Committee composed of two (2) members, one (1) representing the Company and one (1) representing the Union. Monthly meetings will be held as provided for under the Workers' Compensation Act.

Section 3. It is agreed that first aid facilities and a qualified first aid attendant holding an Industrial First Aid Certificate, shall be provided by the Company on each shift.

Said First Aid Attendant shall receive the following as part of their regular salary:

Level 2 Certificate - \$0.40 per hour
Level 3 Certificate - \$0.60 per hour.

It is understood that the Company shall pay the full cost of the First Aid Attendant's Course and shall reimburse the First Aid Attendant for the full cost of maintaining membership in the First Aid Attendants Association.

Section 4. Upon proof of purchase, the Company will reimburse to a maximum value of One Hundred Dollars (\$120.00) per year any regular employee who purchases safety shoes which are to be worn in accordance with Company policy.

ARTICLE 13 - SENIORITY

Section 1.

- (a) **Seniority List** - There shall be one (1) seniority list covering employees which shall include all classifications of work regardless of departments.

- (b) **Lay-offs and Rehiring** - Length of service shall be the deciding factor governing lay-offs and rehiring after lay-offs except where by mutual agreement between the Company and the Shop Steward the senior employee does not have the capabilities and qualifications to perform the work to be done. However, the part-time employee will be laid off first, assuming a full-time employee can perform the part-time employee's job functions and it is the Company's responsibility to provide any such vehicle that is necessary to do the work.

- (c) **Promotions** - Length of service shall be the deciding factor governing promotions except where by mutual agreement between the Company and the Shop Steward, the senior employee does not have the capabilities to qualify with training for the vacancy, within a reasonable period of time. Should the Company and the Shop Steward not agree, the matter may be grieved in accordance with Article 14, Section 4.

Section 2.

- (a) When a vacancy occurs, the job shall be bulletined for three working days. Applicants wishing to apply shall make a written request in duplicate, one copy to the Company and one copy to the Shop Steward.

The Company shall make a permanent appointment within five (5) working days after the period of posting. All notices of job vacancies referred to in this Section are to be bulletined immediately after a job vacancy occurs. All employees absent from the Company shall be considered as applicants for any job vacancy.

- (b) Such promotions will be considered to be on a temporary basis for one (1) month, during which the employee may go back to their former classification.

Section 3. Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or
- (c) Is absent without leave for a period greater than five (5) working days, or
- (d) After a lay-off fails to report for work for five (5) working days after being recalled.
- (e) Is on lay-off for more than one (1) years.

Section 4. Names of employees hired, transferred or discharged and of employees who have left the employ of the Company, of their own accord shall be submitted to the Union once each month.

Section 5. It is understood that persons laid off are subject to recall. The Company shall forward a registered letter to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights.

Section 6. Once each year, the Company will supply the Shop Steward with a seniority list covering all employees covered by this agreement. A copy of the seniority list shall also be forwarded to the Union Office.

Section 7. An employee within the scope of the Bargaining Unit who accepts employment with the Company outside the scope of the Bargaining Unit shall not be permitted to return to the Bargaining Unit.

The parties understand that the provisions set out above do not preclude an employee from returning to the Bargaining Unit with no accumulated seniority.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. In case a grievance arises, an honest effort shall be made to settle the difference in the following manner.

Section 2. There shall be a Shop Steward, designated by the Union, who is actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management, held at the request of the management or the Shop Steward. Minutes of the meeting shall be kept, signed by both parties, one copy to be retained by the Company and one by the Union and a copy to be posted on the Bulletin Board.

Section 3. The Union agrees to advise the Company of the name of the Shop Steward in writing and also of any change from time to time.

Section 4. The steps to be taken in the handling of any grievance shall be:

FIRST: Within a reasonable period of time of the occurrence of the matter resulting in the grievance, the aggrieved employee shall take the matter up with the Supervisor, Warehouse. The aggrieved employee may elect to have the Shop Steward present. Failing to reach a satisfactory settlement within twenty-four (24) hours, Step Two to be invoked.

SECOND: The grievance to be written on proper grievance forms and presented by the Shop Steward to the Management; failing to reach a satisfactory settlement within forty-eight (48) hours, Step Three to be invoked.

THIRD: Between the Representative of the Union, Shop Steward and Management. Failing to reach a satisfactory settlement within seventy-two (72) hours, Step Four to be invoked.

FOURTH: The grievance shall be submitted to arbitration. Brian Foley shall if the parties agree, sit as a one person arbitration board.

FIFTH: Failing agreement that the grievance be heard by a one person arbitration board, the grievance shall be submitted to a three person arbitration board which shall be composed as follows:

- (a) Brian Foley shall be the Chairman.
- (b) Union shall nominate one arbitrator.
- (c) Company shall nominate one arbitrator.

Nominations shall be made within forty-eight (48) hours of this step being taken.

In case of a grievance involving the interpretation or violation of this Agreement, the majority decision of the Arbitration Board shall be final and binding on both parties to the Agreement. If no majority decision is reached, the decision of the Chairman shall be the decision of the Board.

Section 5. In case of a grievance involving the dismissal of an employee, the first step of this Grievance Procedure may be omitted.

Section 6. It is mutually agreed that the operation of Sub-section 1 of Section 96 of the labour laws of British Columbia is specifically excluded from this Agreement.

Section 7. It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts; the Board may, however, interpret the provisions of this Agreement.

ARTICLE 15 - DISCHARGE CASES

In the event an employee be discharged or laid off from employment and the employee believes that he has been unjustly discharged or laid off, the employee may grieve the discharge or lay-off in accordance with the provisions of Article 13 - Seniority.

In the event it should be decided that the employee has been unjustly discharged or laid off, the Company shall reinstate such employee and pay full compensation for the time lost, or any lesser settlement as may be agreed upon between the Company and the Union or as may be determined by an arbitrator or an Arbitration Board.

ARTICLE 16 - SCHEDULE OF RATES

Section 1. The wage rates and classifications of work are attached hereto as Appendix "A" and shall be effective as noted in Appendix "A".

Section 2.

- (a) When new job classifications are established or existing job classifications are changed by changes in the character of duties and responsibilities as deemed necessary or advisable by the Company, the Union shall be advised. A rate shall be set by the Company or the Company shall furnish additional help to compensate for any additional labour involved. If, after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

- (b) When the deletion of an existing job classification is deemed necessary by the Company, the Union shall be advised in writing of the contemplated deletion. Thereafter, a meeting shall be arranged between the Company and the Union to discuss such deletion.

It is understood that the Company will make every effort to make such deletion with the least amount of dislocation amongst the employees. If the Union deems the deletion to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

Section 3. When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater.

ARTICLE 17 - PREFERENTIAL HIRING

The right to select employees is vested in the Company. However, before selecting a new employee, the Company will enquire of the Union whether it has on its books the name of any person who is probably a suitable applicant. If it has, the Company will before engaging some other person, wait forty-eight (48) hours to enable the Union's applicant to make application for the job and be interviewed. If at the time the Company makes such enquiry the Union does not have on its books any person who is probably suitable, the Company will take independent action to obtain a suitable employee. Provided also that if in the opinion of the Company there exists an emergency which makes it necessary to engage one or more employees forthwith, without waiting for such forty-eight (48) hours or without reference to the Union, it shall be at liberty to do so.

ARTICLE 18 - GENERAL

Section 1. No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or working conditions during the life of this Agreement contrary to the terms of the Agreement set out herein.

Section 2. Pay days shall be every second Thursday for all regular time worked .

Section 3. Every six months the Company shall provide each employee with information regarding the employee's accumulation and use of sick leave.

Section 4. The Company shall supply shirts, pants and jackets for employees to wear once every year. Company purchased uniforms must be worn at all times.

ARTICLE 19 - LEAVES OF ABSENCE

Section 1. Unpaid Leave of Absence may be granted an employee without pay for a period not exceeding three (3) calendar months for legitimate and good personal reasons. An employee applying for such leave shall apply in writing and whenever possible at least a month prior to the date leave is desired to commence.

Some factors governing the granting of such leaves shall include frequency of time off by the applicant and/or whether the leave would fall within prime time and/or whether another employee(s) is on leave at the same time.

Section 2. Compassionate Leave

In the event of a death in the employee's immediate family, the employee shall be granted up to three (3) working days leave with pay, further unpaid time may be granted upon mutual agreement between the parties.

Immediate family shall mean spouse, children, wards, parents, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, brother-in-law and common-law spouse. "Common-law spouse" shall mean a person who has resided with the employee for more than six (6) months and who was living with the employee at the time of death.

Section 3. Maternity, Paternity and Adoption Leave

Leaves of absence for any of these reasons shall be in accordance with the Employment Standards Act of British Columbia.

ARTICLE 20 - JURY DUTY PAY

An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days.

ARTICLE 21 - UNION BUSINESS

Section 1.

- (a) The Company will grant leave of absence without pay to not more than one (1) employee who is appointed or elected to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after the completion of their term of employment with the Union.
- (b) The Company will grant leave of absence without pay to not more than one (1) employee who is elected as representative to attend Union Meetings and Union Conventions of the Retail Wholesale Union in order that he/she may carry out their duties on behalf of the Union.

- (c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a) two (2) months and in the case of (b) five (5) calendar days

Section 2. Representatives of the Union shall have reasonable access to the employees for the lawful transaction of Union Business at reasonable times and after notifying the Supervisor, Warehouse.

ARTICLE 22 - HEALTH AND WELFARE

Section 1. For employees having completed their 30 day probation period, the Company agrees to maintain the following Medical Plan, Sickness and Accident, Weekly Indemnity Plan and Group Life Insurance Plan for the duration of this Agreement and no changes will be put into effect unless mutually agreed upon between the Company and the Union.

The Company agrees to continue to pay the cost of the following benefits for its employees covered by this Agreement and their dependents, as set up by the Medical Services Plan of B.C. and/or C.U.& C. Health Services Society.

- (a) Medical - upon completion of probationary period.
- (b) Extended Health Care- upon completion of 1 year-continuous employment.
- (c) *H.E.P. (Hearing Aid, Eyeglasses, Prepaid Prescription Drug Plan - see below for details) - upon completion of 1 year continuous employment.

- (d) Weekly Indemnity Insurance - upon completion of 2 years continuous employment

Weekly Benefits - 80% of salary - 1st day accident -4th day sickness Length of coverage - twenty-six (26) weeks.

- (e) Group Life Insurance - upon completion of 2 years continuous employment

amount equal to the employee's annual gross earnings with A.D.& D.

*** H.E.P. coverage provides the following:**

- (i) **Hearing Aid Coverage** - Expenses incurred relative to the purchase of hearing aids for children and adults (up to the age of 65) when prescribed by a Certified Ear, Nose and Throat specialist may be claimed up to \$350.00 per person per four year period. Coverage does not include payment for repairs and maintenance, batteries or re-charging devices, or other such accessories. Replacement hearing aids will be paid for only in those cases when the hearing aid cannot be satisfactorily repaired.
- (ii) **Eyeglass Coverage** - Expenses incurred relative to the purchase of prescribed lenses and frames or contact lenses may be claimed up to the amount of \$250.00 per person once every two (2) years.
- (iii) **Prepaid Prescription Drug** coverage which pays 100% of prescribed drugs for employees and their dependents.

ARTICLE 23 - DENTAL PLAN

Section 1.

- (a) The Company agrees to pay after one (1) year of continuous employment 100% of the contributions required by the Trustees to maintain benefits in a dental plan as follows:

90% Basic Dental Services
90% Crowns, Bridges and Dentures
90% Orthodontics*

* Orthodontic coverage will commence on the first day of the month following completion of six months of continuous coverage in the dental plan. See Dental Care Plan pamphlet for details.

- (b) It is agreed that dental coverage will continue for those employees on Weekly Indemnity or Workers' Compensation. Dental coverage will continue for those who qualify for Canada Disability Pension until age 60, so long as the Employer remains a participating Employer in the Plan. It is understood that the Employer will not make contributions for this coverage.
- (c) It is understood contributions shall be made for all compensable weeks (or fraction thereof) paid for by the Company for each regular employee in the bargaining unit who has completed one (1) year of continuous employment with the Company. Each week paid for shall include periods of paid vacation, statutory holidays, paid compassionate leave and any other periods for which pay is received by the employee from the Company in accordance with the Collective Agreement and shall be counted as time for which contributions are payable.

- (d) It is understood the contribution shall be reviewed every February 1st thereafter and shall be adjusted upward or downward based on experience in the fund as to provide the above benefits.
- (e) It is agreed that in the event the Government of Canada or the Province of British Columbia provides a non-contributory Dental Care Plan with similar benefits, the Company's obligation to continue contributions to the Dental Plan shall cease. It is further understood should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Company's contribution in respect to the cost of these benefits shall cease.
- (f) The Company agrees to submit payment to the Retail, Wholesale Industry Dental Care Fund (B.C.) on or before the 5th day of each month, together with a list of names for whom the contributions were made and any changes in dependent status, additions of new employees or deletions of employees, terminated or laid off, on forms to be supplied by the Union.

ARTICLE 24-REGISTERED RETIREMENT SAVINGS PLAN

Effective January 1993 ten percent (10%) of employee's gross annual earnings shall be contributed to either a self-administered R.R.S.P. or to a group R.R.S.P. Employees hired after May 31st, 2002 R.R.S.P. contributions will commence after the completion of five (5) years of service at five percent (5%) of employee's gross annual earnings. In the case of current new employees, provisions will be made to provide contributions of two percent (2%) after year two (2), three percent (3%) after year three, (3) four percent (4%) after year four (4) and five percent (5%) after five years.

ARTICLE 25 - DURATION OF AGREEMENT

Section 1. This Agreement shall be in force from June 1st, 2002, to September 30th, 2005, and thereafter from year to year unless written notice of intent to renegotiate the Agreement is given by either party to the other any time within four (4) months prior to the expiration of this Agreement or at the expiration of any yearly period thereafter.

Section 2. If notice to renegotiate the Agreement is given and collective bargaining has commenced in accordance with this Article, this Agreement shall continue in full force and effect until:

- (a) The union commences a lawful strike;
- (b) The Company commences a lawful lockout;
- (c) The parties enter into a new or amended Agreement; or
- (d) Either party gives the other party written notice to terminate the Agreement.

Section 3. Except where otherwise expressly provided, the terms and conditions of this agreement shall become effective from the date of signing by both parties.

Section 4. By agreement of the parties hereto, the provisions of subsection 2 of Section 66 of the labour laws of British Columbia be specifically excluded.

DATED THIS 28th DAY OF July, 2003.

SIGNED ON BEHALF
OF THE UNION
RETAIL WHOLESALE
UNION LOCAL 580

SIGNED ON BEHALF
OF THE COMPANY
EQUIPLUS SERVICES LTD.

D. Brown (signed)

R. McKay (signed)

G. Brassart (signed)
Representative

CLASSIFICATIONS

Hourly Rate Effective:

	October 1, 2002	October 1, 2003	October 1, 2004
Shipper/Receiver			
After 5 years	20.57	20.98	21.40
After 4 years	19.43	19.82	20.21
After 3years	18.51	18.90	19.27
After 2 years	17.46	17.81	18.16
After 1 year	16.32	16.65	16.98
Start	15.25	15.55	15.84
Service Technicians			
After 5 years	20.21	20.61	21.02
After 4 years	19.37	19.76	20.15
After 3years	18.45	18.82	19.19
After 2 years	17.41	17.76	18.11
After 1 year	16.27	16.59	16.92
Start	15.25	15.51	15.82
Utility Shop Person			
After 3 years	15.05	15.35	15.66
After 2 years	14.33	14.62	14.91
After 1 year	13.65	13.92	14.19
Start	13.00	13.26	13.52

The Company agrees to pay a one-time signing bonus of \$500.00 to each employee, subject to statutory deductions, upon ratification.

APPENDIX "B"
EMPLOYEE BONUS PROGRAM

Overview:

1. Bonus amounts payable are calculated based on results for each calendar month and are paid quarterly.
2. Quarters are based on the calendar year: Q1 ending March 31, Q2 ending June 30, Q3 ending September 30 and Q4 ending December 31. Payment of bonus amounts will be made within 30 days of the end of a quarter.

Billable Hours Percentage

Billable Hours									
Percentage	60%	65%	70%	75%	80%	85%	90%	95%	100%
Bonus	1%	1.5%	2%	2.5%	3%	3.5%	4%	4.5%	5%

Notes:

- *Definition:* Billable Hours is determined by the amount that can reasonably be charged to the customer for repairs and may not be equal to the total amount of time spent on site. Calls are billed at a one hour minimum per job. Estimates of billable hours are available from the service coordinator for all repair order.
- *Calculation:* Billable Hours Percentage is calculated by dividing total billable hours during the calendar month by the total hours worked during the same period.
- Travel revenues are converted to billable hours by dividing travel revenue by the standard hourly charge, and are included in the total billable hours.
- Call back that cannot be invoiced for will be processed at zero billable hours.

*** NOTES ***