

COLLECTIVE AGREEMENT

BETWEEN

UNI-SELECT PACIFIC INC.

AND

**UNITED STEELWORKERS OF AMERICA
LOCAL 2952**

BURNABY DISTRIBUTION CENTRE

FROM MAY 1st, 2004 TO APRIL 30th, 2007

Errors and Omissions Excepted

vbh/opeiu-343

L:\Local2952\LU 2952 Company Files\Uni-Select Pacific Inc\Agreement\Uni-Select Agt 2004-2007.doc

INDEX BY ARTICLES

ARTICLE	SUBJECT	PAGE
	Preamble	
1	Bargaining agency and recognition	2
2	Definition of Employee	3
3	Management	3
4	Union Security Provisions	3
5	Hours of Work	5
5	Overtime	5
6	Holidays	7
7	Vacations with Pay	8
8	Seniority	9
9	Safety & Health	12
10	General Provisions	14
11	Grievance Procedure	18
12	Expedited Arbitration	20
13	Arbitration	20
14	Benefit Plan	21
15	Leave of Absence Without Pay	22
16	Wages	22
17	Job Posting	24
18	Pension	25
19	Technological Change	25
20	Savings Clause	25
21	Duration of Agreement	26
Appendix "A"	Salary Scales	27
Appendix "B"	Benefits Summary	28
Appendix "C"	Letters of Understanding	29-34

DATE AND REFERENCE

This Agreement is dated for reference May 1st, 2004 and named for reference Uni-Select Pacific Inc.

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, 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.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit, except for the following personnel and circumstances:

- (a) Supervisory employees will continue to work in the bargaining unit as they currently do, providing no employee is on layoff or will be laid off as a result of such work being performed. The work will be performed in a reasonable time and will occur in an emergency situation.

For the purpose of testing only, the warehouse supervisor, after informing the Union, may pick one order from a designated zone. Such testing shall be limited to once in any two-week period.

- (b) For physical inventory counts, the Employer may use as many people as necessary other than members of the Union provided no Union members are replaced or on lay-off.

Employer may call upon sales representatives to clean up their respective product lines two weeks prior to physical inventory counts provided all permanent bargaining unit employees are actively at work.

1.03 The term "emergency" as used in and for the purpose of this Agreement shall mean any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen.

ARTICLE 2 - DEFINITION OF EMPLOYEE

- 2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees that constitute the appropriate unit of the Collective Agreement as described in the Certification dated November 28th 1997 issued by the Labour Relations Board of British Columbia.
- 2.02 Wherever the use of male gender is used herein, it shall apply equally to the female gender.

ARTICLE 3 - MANAGEMENT

- 3.01 The Union recognizes that the Employer, according to its responsibilities as stipulated in this Agreement, has the sole right to:
- (a) Administer and manage the operations of its business; modify or cease operations when necessary;
 - (b) Adopt and apply necessary reasonable rules concerning safety, work, discipline and protection of the employees and the equipment;
 - (c) Determine the products to be handled, the methods of operations, the tools to use and their location, fabricating and assembling procedures in every aspect and the control of the use of all necessary materials;
 - (d) Hire, transfer, promote, demote, layoff, re-call after a layoff, discipline or discharge employees for just cause;
 - (e) Manage any other business of the Employer;
 - (f) Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.

- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).

4.02 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, commencing the first hour worked, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:
 - International Secretary-Treasurer
United Steelworkers of America
Unit D, Box 34223
Vancouver, B.C.
V6J 4N1
- (d) The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile to:
 - (i) United Steelworkers of America, Local Union 2952
Attention: Financial Secretary at fax number 604-525-4568, and
 - (ii) United Steelworkers of America, Servicing Staff Office
Attention: Randy Gatzka at fax number 604-525-4568.
- (f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company 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.

ARTICLE 5 - HOURS OF WORK

- 5.01 (a) The normal work week shall be forty (40) hours, five (5) consecutive days, Monday to Friday.
- (b) The day shift will consist of an eight and one half (8 1/2) hour shift between seven a.m. (7:00 a.m.) and seven p.m. (7:00 p.m.). There will be one half hour unpaid lunch and two (2) fifteen (15) minute paid rest periods. The starting times shall be the same time on all five (5) days. The shift schedule shall be for a minimum of one (1) month unless changed by mutual agreement.
- (c) The afternoon shift will consist of an eight (8) hour shift between two p.m. (2:00 p.m.) and ten p.m. (10:00 p.m.). There will be one half hour paid lunch and two (2) fifteen (15) minute paid rest periods. The starting times shall be the same time on all five (5) days. The shift schedule shall be for a minimum of one (1) month unless changed by mutual agreement.
- (d) Flexible work schedules may be adopted outside the parameters in Article 5.01 upon mutual agreement between the Company and the Union.
- 5.02 (a) The Employer agrees that if it becomes necessary to work overtime such overtime will be performed on a voluntary basis
- (b) Overtime shall be distributed as equitably as possible in the following manner :
Overtime shall be offered to permanent employees on the basis of seniority. In the event all permanent employees refuse the available overtime, the Employer will offer it to the temporary employees on the basis of seniority.
- (c) The employer shall post a list of the previous weeks overtime activity on the workplace bulletin board. After the posting of the previous weeks overtime activity, the Shop Steward and the Supervisor shall discuss the overtime in the preceding week and attempt to resolve any inequities which may have occurred
- 5.03 **OVERTIME**
- (a) Any hours worked in excess of eight (8) hours and up to eleven (11) hours in any day during the normal work week shall be paid for at the rate of time and one half. Any hours worked in excess of eleven (11) hours, shall be paid for at the rate of double time.
- (b) Any hours worked before and over the normal hours of work, shall be considered as overtime and be paid at the appropriate rate.
- Any hours worked in excess of forty-eight (48) hours in any week, will be paid for the rate of double time.
- An employee required to work past the regular work day shall be entitled to one (1) fifteen (15) minute rest period prior to continuing into overtime.
- 5.04 All time worked on the sixth day shall be paid at the rate of time and one half and all hours worked on Sunday shall be paid at the rate of double time.

5.05 Permanent employees shall be entitled to bank overtime up to eighty (80) hours in lieu of overtime pay for future time off. Time off will be given at the appropriate overtime rate, as per Article 5.03 and taken at a mutually agreed. Banking period shall be July 1st to June 30th of each year.

Employees banked time shall be deemed time worked and employees granted banked time off will be entitled to overtime as per Article 5.03.

Banked time not used shall be paid out on the first pay period of July of each year.

5.06 **OVERTIME MEAL** - Employees requested to work more than three (3) hours overtime after completion of their regular shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given \$10.00 meal money if the overtime request is made on the same day.

5.07 **OVERTIME - WHERE SHIFT PREMIUM PAID** - If overtime is worked in any job where a shift premium and/or any other premiums are paid, the premiums shall be included in the rate for the calculation of overtime.

5.08 **REST BETWEEN SHIFTS** - Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium and overtime rates for the hours worked.

5.09 **GUARANTEED DAY** - Any employee reporting for work at the start of the employees' shift, will be guaranteed four (4) hours of pay at the employee's regular rate of pay. In the event that an employee has already worked four (4) hours, he will be guaranteed eight (8) hours of pay.

The provisions of this Section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the employee:

- (a) Voluntarily quits.
- (b) Was previously instructed not to report. In such event or circumstance the employee will then only be paid for the actual time he worked.
- (c) Does not work a full shift at his own request.
- (d) Reports for work on a shift for which he was not scheduled.

5.10 **CALL TIME** - Employees recalled to work after leaving the premises of the Company after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate, i.e., four (4) hours at straight time rate.

5.11 **WORK SHORTAGE AND CREW REDUCTION** - In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees.

and who worked some time within the fourteen (14) day period prior to the Holiday(s) in question, will qualify for the Holiday pay for the Holiday(s).

- 6.08 Temporary employees must have worked some time within the seven (7) day period prior to the Holiday in question to qualify for Holiday pay for such Holiday.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01 The reference year for the purpose of calculating vacation pay, is the twelve (12) month period extending from May 1st of the previous year to April 30th of the current year.
- 7.02 An employee who has less than one (1) year of service as of May 1st, or any temporary employee, shall be entitled to one (1) day of vacation for every completed month of service to a maximum of ten (10) days. Vacation pay shall be paid at four (4) percent of the employee's earnings for that year ending May 1st.
- 7.03 Any permanent employee having completed one (1) year of service, shall be entitled to receive two (2) consecutive week's vacation at four (4) percent of their annual gross earnings for the calendar year or eighty (80) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Article 7.08 and 7.09.
- 7.04 Any permanent employee having completed five (5) years of service, shall be entitled to receive three (3) consecutive week's vacation at six (6) percent of their annual gross earnings for the calendar year or one hundred and twenty (120) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Article 7.08 and 7.09.
- 7.05 Any permanent employee having completed ten (10) years of service, shall be entitled to receive four (4) consecutive week's vacation at eight (8) percent of their annual gross earnings for the calendar year or one hundred and sixty (160) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Article 7.08 and 7.09.
- 7.06 Any permanent employee having completed twenty (20) years of service, shall be entitled to receive five (5) consecutive week's vacation at ten (10) percent of their annual gross earnings for the calendar year or two hundred (200) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Article 7.08 and 7.09.

7.07 CALCULATION OF VACATION PAY

Adjustments with respect to the percentage application shall be made the first vacation period for the current calendar year. Payment for the balance vacation periods shall be made at an Employee's regular rate of pay at the time the vacation is taken.

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 5 years	2 weeks	4% or 2 weeks*
5 years but less than 10 years	3 weeks	6% or 3 weeks*
10 years but less than 20 years	4 weeks	8% or 4 weeks*
20 years and over	5 weeks	10% or 5 weeks*

*pay at employee's current classified rate whichever is greater at the time the vacation is taken.

7.08 **VACATION PERIOD** - Vacations will be scheduled as soon as possible in April to allow employees to take two weeks of their vacation during the summer period (June 1st to September 30th). Employees will have preference of vacation periods in accordance with their seniority to the extent that they will not unduly interfere with the operations.

Upon receiving the vacation time allowed sheet the employee will have two (2) weeks to submit their choice of dates, otherwise they lose their seniority rights for first choice of vacation times.

7.09 **VACATIONS EXCEEDING TWO WEEKS** - Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time, that will not unduly interfere with the operations.

7.10 **VACATION SHUT DOWN** - The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by April 1st.

7.11 **VACATION PAY – WHEN PAYABLE** – Upon request from the permanent employee, vacation pay will be paid on the pay day prior to taking a vacation. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

When the payroll system allows for it, the calculation used by the employer to determine an employee's vacation pay will be shown on the pay stub. This calculation should show the comparison of both methods of payment entitlement.

7.12 **VACATION PAY - ON TERMINATION** - Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the preceding percentages basis on the earnings of the employee for which vacation pay has not been previously paid.

7.13 A permanent employee's vacation period which has been requested as per Article 7.07 and 7.08 and approved by the Employer, cannot be changed without the agreement of the employee.

ARTICLE 8 - SENIORITY

8.01 (a) PROBATIONARY/TEMPORARY EMPLOYEES

Probationary and Temporary employees' seniority shall be determined based on the accumulated hours worked. The Employer shall post a list on a quarterly basis showing the seniority standing and the number of hours worked by each probationary and/or temporary employee.

(i) **PROBATIONARY EMPLOYEES**

An employee shall be considered as a probationary employee until the employee has actually worked a total of three hundred and twenty (320) hours. Upon completion of this probationary period, an employee will be put on a temporary employee list.

(ii) **TEMPORARY EMPLOYEES**

Any temporary employee acquires seniority right as a temporary employee after having completed the probationary period as defined in Article 8.01, i.e. three hundred and twenty (320) worked hours.

Any temporary employee who has worked one thousand four hundred (1400) hours, during a period of twelve (12) consecutive months, will have his status modified from temporary to permanent and his seniority date will be retroactively adjusted one hundred and eighty (180) days from the date of his cumulated on thousand four hundred (4100) hours.

(b) **PERMANENT EMPLOYEES**

A permanent employee shall have completed one thousand four hundred (1400) hours, during a period of twelve (12) consecutive months, will have his status modified from temporary to permanent and his seniority date will be retroactively adjusted on hundred and eighty (180) days from the date will be retroactively adjusted one hundred and eighty (180) days from the date of his cumulated one thousand four hundred (1400) hours.

8.02 Seniority Progression as per Article 8.01:

Probationary Employee	0 to 320 hours
Temporary Employee	321 to 1400 hours
Permanent Employee	has achieved 1400 hours within a 12 consecutive month period.

- 8.03 (a) 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, shifts, vacations, the senior employee shall be entitled to preference.
- (b) In recognition, however, of the responsibility of Management for the efficient operation of the Employer, it is understood and agreed that in all cases referred to in Section 8.03 (a), Management shall have the right to pass over any employee who does not have the ability and/or physical fitness to perform the work after being given reasonable trial or training period as defined in paragraph (c).
- (c) The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days of training or trial period.

8.04 Seniority will be maintained and accumulated until it is lost under 8.05 below.

- 8.05 (a) A permanent employee will lose all seniority rights, and his/her name will be removed from all seniority lists for any on of the following reasons:
- (i) If the employee voluntarily quits;

- (ii) If the employee is discharged for just and reasonable cause, and he/she is not reinstated in accordance with the provisions of this Agreement;
 - (iii) If the employee is recalled to work, and does not report within five (5) work days after the Employee has been notified to do so by the Employer by registered mail to the Employee's last known address. (A copy of such notice shall be sent to the Union.) However, should the registered not be delivered in the ordinary course of the mail, through no fault of the employee, the five (5) work day period will commence only after the employee has become aware of the recall;
 - (iv) is on layoff for a period of time equal to the employee's service up to eighteen (18) months.
- (b) A probationary/temporary employee will lose all seniority rights, and his/her name will be removed from all seniority lists for any one of the following reasons:
- (i) If the employee voluntarily quits;
 - (ii) If the employee is discharged for just and reasonable cause, and he/she is not reinstated in accordance with the provisions of this Agreement;
 - (iii) If the employee is called for work, and does accept any available shifts during a period of ninety (90) calendar days.
- 8.06 (a) Seniority will be on a permanent employee and probationary/temporary employee basis.
- For permanent employees, it will mean length of service in the bargaining unit after acquiring seniority as defined in Article 8.01.
- For probationary/temporary employees, it will mean the number of accumulated hours.
- (b) Lay-off and recall shall be based on seniority provided that the senior employee has the ability to perform the work available. It is understood that in such cases ability means immediate ability without further training.
- (c) No probationary/temporary employees shall be called for work if permanent employees are on lay-off and had not been given the opportunity to work.
- 8.07 Shop Stewards will be issued up-to-date seniority lists on or about March 31st, June 30th, September 30th and December 31st of each year. A copy of such seniority lists will be posted on the bulletin board in the warehouse. The Employer agrees to provide the Union every December 31st with seniority lists which includes the employee's addresses, telephone numbers, rates of pay and regular classification.
- 8.08 In the event that a permanent employee is laid off, he shall have the option at the end of eight (8) weeks of lay-off of remaining on the seniority list or accepting severance pay. Should he elect to remain on the seniority list, he may renew his option every eighth (8th) week for a maximum of twelve (12) months.

- 8.09 Recall Procedure Permanent laid off Employees with seniority will be given the first opportunity to be rehired based on their seniority. This article covers employees on lay-off since the date of certification.

ARTICLE 9 - SAFETY & HEALTH

- 9.01 The Employer and the Union will maintain an Occupational Health & Safety Committee consisting of two (2) members elected or appointed by the Union, and two (2) members appointed by the Employer.

- 9.02 The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the Industrial Health and Safety Regulations Act of British Columbia, and;

To make a monthly inspection of the warehouse for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.

To investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations will include accidents which might have caused an injury to workman, whether or not such injury occurred.

To hold regular meetings for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

- 9.03 No disciplinary action will be taken against any Employee by reason of the fact that the Employee has exercised the right conferred upon the Employee under the Act respecting the Industrial Health and Safety Regulations.

- 9.04 The Employer will supply, at no cost to the Employee, all protective clothing and other devices deemed necessary to protect Employees from injuries arising from their employment with the Employer.

All safety meetings and tours of the warehouse will take place during working hours.

- 9.06 The Employer and the Union agree to promote safety and hygiene in the warehouse to follow procedures as outlined in Provincial Legislation. A Union selected representative of the Occupational Health and Safety Committee will accompany Company Managers on monthly tour inspections and all Workers Compensation Board inspections.

- 9.07 (a) The Employer and the Union agree to cooperation in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that doing such work would create undue hazard to the health or safety of any person.
- (b) An employee who refuses to carry out any work or operate equipment, in compliance with (a) above shall immediately report the circumstances to his supervisor.
- (c) The Supervisor receiving the report shall immediately investigate the matter and if the report is not valid, he shall inform the employee who made the report.

- (d) If the employee continues to refuse to carry out the work, the Supervisor must investigate the matter in the presence of the employee who made the report, together with a Union member of the OHSC, or his designate.
- (e) If the investigation under (d) above does not resolve the matter and the employee continues to refuse to carry out the work, both the supervisor and the employee must immediately notify a WCB officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) While the matter is under investigation, the employee who refuses to work is entitled to be reassigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so. No employee will be permitted or required to perform work, where another employee has refused to work, unless the alternate employee in the presence of the Union member of the OHSC has been informed by the supervisor of the reason for the refusal.
- (g) An employee must not be subject to disciplinary action because the employee has acted in compliance with (a), (b), (c), (d), (e), and (f) above or with an order made by a WCB officer.

9.08 Any Employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant. The safety committee will be notified immediately of each accident or injury. The Occupational Health & Safety committee will investigate and report, as soon as possible, on the nature of the accident or injury.

9.09 **SAFETY BOOTS /WORK CLOTHING ALLOWANCE**

Permanent employees will be reimbursed up to a maximum of one hundred and fifty dollars (\$150.00) for the purchase of CSA approved safety boots and/or work clothing once every calendar year on May 1st.

All employees working in the warehouse are required to wear their safety footwear during working hours.

All employees are required to wear boots in safe condition and appropriate clothing, the allowance being provided for that purpose.

Temporary employees will receive an allowance of seventy-five dollars (\$75.00) for the purchase of CSA approved safety boots and/or work clothing once every calendar year after they have worked one thousand (1000) hours starting on May 1st of each year.

9.10 Lockers - The company agrees to provide lockers to each employee for the storage of boots, clothes and other personal belongings.

9.11 (a) The Employer will continue with its Work Place Hazardous Materials Information System (WHMIS) Training Program to ensure that all employees are up-to-date with material identification and use.

(b) Forklifts shall be operated by certified operators only. Training will be provided by the employer. A sufficient number of certified operators shall be scheduled at all times.

- 9.12 As part of the new-hire orientation, each employee shall be familiarized with fire exits, how to get first-aid, be introduced to the first aid attendants and be informed of the “Right to refuse unsafe work”. The employee shall be introduced to the on-site Union representatives.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01 (a) The employer and the union agree that there will be no discrimination, intimidation, interference, restrictions or coercion exercised or practiced by either of them or any of their representatives because of the question of membership of an employee or any other person employed by the employer in the trade union or in any trade union or because of their activity or lack of activity in the trade union or any other trade union.
- (b) The employer and the union agree that they shall administer the provisions of this Agreement in a manner which is consistent with the Human Rights Code of British Columbia and, in accordance with that Act, there shall be no discrimination against any employee on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction from which a pardon has been granted.
- (c) “Harassment” is defined as unacceptable conduct or comment that undermines the employment relationship or that might reasonably be expected to cause offence or humiliation to any person or might be viewed by the employee as placing an improper condition on employment. Harassment may take various forms including the following:
- (i) Harassment of an individual or individuals on any of the prohibited grounds of discrimination under the Human Rights Code of British Columbia as listed in 10.01 (b) above. It includes: deliberate or unintentional gestures, comments, racial slurs, questions, representations, or other behaviours that ought reasonably to be known to be unwelcome by the recipient.
 - (ii) Sexual Harassment is deliberate and/or unsolicited verbal comment or physical contact of a sexual nature that is unwelcome to the recipient. Various behaviours that can be interpreted as sexual harassment include: sexually suggestive gestures, sexist jokes that embarrass, flirtations, advances or propositions, leering, the display of sexually offensive material, derogatory or degrading remarks directed towards members of one sex or one sexual preference group.
- (d) The employer shall endeavour to provide a work environment free from harassment. The employer and union agree that harassment will not be tolerated and no person should be subjected to such conduct. An employee who commits harassment or knowingly condones harassment of another person will be subject to disciplinary action up to and including discharge.
- (e) It is understood that any harassment investigation shall be handled in accordance with the guidelines established by the employer under its policy on “harassment-free” employment.
- (f) The Employer may discipline, up to and including discharge, or undertake other appropriate action against any person who makes a frivolous or vindictive claim under 10.01 (c) above.

- 10.02 (a) The Company and the Union recognize the right of employees to work in an environment free from harassment, including sexual and racial harassment and the Company undertakes to discipline any person employed by the Employer engaging in the harassment of another employee.
- (b) Sexual harassment will be defined as:
- Inappropriate touching, including which is expressed to be unwanted;
Suggestive remarks or other verbal abuse with a sexual connotation;
Compromising invitations;
Demands for sexual favours;
Sexual assault.
- (c) An Employee may initiate a grievance under this clause. At any step of the grievance procedure, grievances under this clause will be handled with all possible confidentiality and dispatch.
- 10.03 The Employer and the Union agree to observe the provisions of the Individual's Rights Protection Act and the Canadian Bill of Rights.
- 10.04 The Employer agrees it shall not interfere with, restrain, coerce or discriminate against Employees in their lawful right to become and remain members of the Union, and to participate in its activities.
- 10.05 **Union Representation**
- (a) The Employer acknowledges the right of the Union to appoint or otherwise select Shop Stewards for the purpose of representing employees in the handling of complaints and grievances.
- (b) The Employer agrees to recognize Shop Stewards, as provided in writing from the Union.
- (c) The Employer will be notified by the Union of the names of the Shop Stewards, and any changes made thereto.
- (d) The Employer agrees to recognize and deal with a Union Grievance Committee consisting of not more than two (2) representatives from the Unit President and/or Shop Steward list.
- (e) When the legitimate business of a Unit President, Grievance Committee Member, Shop Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- (f) The Employer agrees that Unit President, Shop Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate union business.

10.06 **Negotiating Committee**

- (a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, who will be regular Employees of the Employer, along with representatives of the International Union.
- (b) The Employer agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Employer in the negotiation of the renewal or modification of this Agreement.

10.07 **Jury & Witness Duty** - An employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance, the Employees shall reimburse the Employer to the full amount of the jury pay or witness fees received by the Employee. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheques and/or witness fees to the Employer.

10.08 **Bereavement Leave**

Permanent employees will be granted five (5) days leave of absence with pay in case of death in the immediate family. "Immediate family" shall mean spouse, parents, children, brother and sister.

Permanent employees will be granted three (3) days leave of absence with pay in the case of death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Upon request, permanent employees will be granted additional bereavement leave, to a maximum of ten (10) working days, without pay.

10.09 **Compassionate Leave** - If there is a serious illness in the Employee's immediate family, the Employee will receive a special leave without pay for three days plus two days for travel time if needed. The Employee will also receive without pay one (1) day to attend the funeral of a close friend.

10.10 **Appendices** - The attached Appendices are part of this Agreement and the parties are bound by their terms.

10.11 **Union Access to WAREHOUSE** - Representatives of the Union will have access to the Employer's premises by obtaining the permission of the Employer's management. Such permission will not be unreasonably withheld.

10.12 **Bulletin Board** - The Union will have the exclusive use of one (1) Bulletin Board on the premises of the Company and provided by the Company for the purposes of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards of the warehouse.

10.13 **Consulting With Union** - The Company agrees to inform the Shop Steward or Grievance Committee Member, if possible prior to discharging, suspending, laying off, transferring, promoting or demoting any Employee. Not informing the Union does not constitute a grievable matter.

- 10.14 **Notices between Employer and Union** - Any notice to be given to the Employer or to the Local Union under the terms of this Agreement will be given by hand to a Union Representative or a Management Representative. Any notice to be given to the International Union under the terms of this Agreement will be given by registered mail addressed to the Secretary of the Union at its registered address.
- 10.15 **Pay Days**
- (a) Wages will be paid on every Thursday by direct deposit. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.
 - (b) Whenever there occurs an error in the pay of an Employee, of a minimum of \$25 net, the Company will remit to the Employee within twenty-four (24) hours, the difference between the amount of the cheque and that to which the Employee is normally entitled.
- 10.16 **Disabled Employees** - employees sustaining injuries or affected by disease, and becoming physically disabled as a result thereof, every effort will be made by the Company to give the handicapped Employee such suitable employment as is available.
- 10.17 **NOTICE OF LAY-OFF** – In the event of lay-off, one week's notice of lay-off per year of seniority as per the Employment Standard's Act will be given to each permanent employee or pay in lieu thereof.
- 10.18 **Severance Pay** – A permanent employee whose services are terminated due to a merger or a permanent suspension of operations, or as provided for in Article 8.08 shall be entitled to severance pay. The amount of severance pay shall be two (2) weeks pay for each completed year of service to a maximum of sixteen (16) weeks.
- 10.19 **Joint Labour Management Meeting** - The Parties agree that if concerns arise in any matters pertaining to the collective Agreement, either Party may request a meeting to deal with those concerns.
- 10.20 **Education and Training Fund** - Effective date of ratification the Company shall contribute to the Union the sum of four cents (\$.04) per hour per employee for each hour worked for education and training of Union members.
- The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C. V3N 1B8 and shall be remitted by the 15th of each month for the previous month and the Company shall provide the necessary information regarding amounts paid for each employee.
- 10.21 **Hiring** - When additional staff is required, the Employer will inform the Local Union Representative in order for the Union to refer potential applicants.

- 10.22 **HUMANITY FUND** – For the purpose of international aid and development, the Company agrees to deduct twenty dollars (\$20.00) from each permanent employee on the first pay period of October each year and to forward such payment to:

United Steelworkers Humanity Fund
234 Eglinton Avenue E., 7th Floor
Toronto, Ontario
M4P 1K7

and to advise the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278RR0001.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible. Any Employee or the Union may present a grievance.
- 11.02 It is generally understood that an Employee has no complaint or grievance until he/she, either directly or through the Union, has first given the Employee's Supervisor an opportunity to adjust the complaint.
- 11.03 If, after registering the complaint with the Supervisor, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

Step One

The grievance shall be submitted in writing to the designated Management Representative either directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated Management Representative will within a further one (1) working day give the Company's answer on the grievance form, and return it to the Union.

Step Two

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated Management Representative within fifteen (15) days, who shall within three (3) working days or as mutually agreed, hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) and the appropriate representatives of the Company, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Company's representative will within a further two (2) working days give the Company's decision in writing to the Union on or attached to the grievance form.

11.04 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor first became aware of the alleged violation of the Agreement.

11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.

11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the warehouse to view disputed operations, and to confer with the necessary witnesses.

11.07 **Discipline**

(a) The Employer shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Employer.

(b) Any Employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Shop Steward, Grievance Committee member or other Union designee.

(c) The Employee, the Shop Steward or Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.

11.08 **Relief**

All written warnings, reprimands or suspensions shall be rescinded, and removed from the Employee's personnel file. after a period of fifteen (15) months after the date of issued disciplinary action and shall not be used against the Employee thereafter.

11.09 **Personnel files**

(a) One personnel file shall be maintained by the employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.

(b) No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information.

(c) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to Employees as may be implemented by the Employer .

11.10 Employee Access to Personnel File - An Employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.

ARTICLE 12 - EXPEDITED ARBITRATION

- 12.01 Expedited Arbitration may be proposed by the Union or the Company within forty-five (45) days after the grievance has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps.
- 12.02 The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.
- 12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) consecutive calendar days after referral to Expedited Arbitration.
- 12.04 The Union and the Company agree that grievances referred to Expedited Arbitration will be adjudicated by an Arbitrators mutually agreed upon by both Parties.
- 12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- 12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 13 and all arbitration's referred under Article 13 must be held within ninety (90) consecutive calendar days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARTICLE 13 - ARBITRATION

- 13.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 13.02 Any matter referred to arbitration, as provided in Article 12 and 13, hereof, shall be submitted to a single arbitrator mutually agreed upon by the Parties.
- 13.03 The arbitrator will have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any Employee affected by it.
- 13.04 The arbitrator will have the right to enter any premises where work is being done or has been done by the Employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.
- 13.05 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 13.06 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 13.07 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this

Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.

- 13.08 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Employer's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.
- 13.09 At arbitration the Company will compensate the grievor, the grievor's steward and the necessary witnesses for time spent at the arbitration hearing.
- 13.10 It is hereby agreed by both parties that the Company will not subpoena or call as a witness in any arbitration hearings the grievor himself. The proceeding does not mean that the Employer cannot cross-examine the grievor when called by the Union.

ARTICLE 14 - BENEFIT PLAN

- 14.01 The Employer agrees, for the duration of the collective agreement, to maintain in full under the same conditions the various plans already in existence for the benefit of all its permanent Employees.

When a permanent employee is absent for reason of sickness or injury (work related or not), the Company will advance (up to four (4) weeks) the equivalent of the weekly foreseen benefits until the employee receives his cheque from the insurance company or Worker's Compensation Board, unless the event is contested by the employer.

SICK BANK – The reference year is from December 1st to November 30th. Each year, all permanent employees will be credited a sick bank of six (6) days (ie – one half day per month worked for the reference year).

All unused days will be reimbursed at the current rate of pay, approximately mid December of each year.

If an employee leaves the employment of the Company, a final calculation shall be made using the reference year and any used or unused sick days. Should an employee owe sick days, they shall be deducted from the employee's final pay. Should an employee be owed sick days, they shall be paid on the employee's final pay.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

- 15.01 Employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business, shall be granted unpaid leave of absence for this purpose. The Union will notify the Company in writing, not less than ten (10) working days prior to the start of the leave, of the name of the delegates.
- 15.02 Legitimate Union business of two (2) shifts or less will be considered a valid reason for unpaid leave of absence. The Union agrees to give the Company as much prior notice as possible of such leave. In addition, the Union agrees to have regard to the Company's operational requirements when requesting such leave. This leave will be limited to a total of two (2) employees at one time.
- 15.03 The Company will grant an employee an unpaid leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The Union agrees to have regard to the Company's operational requirements when requesting such leave. The Employee must request the leave of absence in writing, and the Union must approve it.
- 15.04 **Maternity and Parenting Leaves**
- The Company shall grant an unpaid leave of absence for maternity, adoption and parental leave as provided in the Employment Standards Act of B.C.
- 15.05 **Birth or Adoption Leave**
- Permanent employees (fathers) will be granted three (3) days with pay in the event of their child's birth. In the event of an adoption of a child, permanent employees will be granted three (3) with pay. Further leave will be granted under the provision of Article 15.04.
- 15.06 The Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstance. All requests and approvals for leave shall be in writing.

ARTICLE 16 - WAGES

- 16.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Appendix "A" attached hereto, and forming a part of this Agreement.
- 16.02 **Wage Schedule**
- (a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is part of this Collective Agreement.
 - (b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
 - (c) The rates for the classifications set forth in this Agreement, and for any subsequent, mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. The refusal of any employee to perform work contrary to the

provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Company.

16.03 Temporary Transfer

A permanent employee who is temporarily transferred to another job, exceeding one day (8) hours, to meet the convenience of the employer, for which the regular rate is less than that which the employee is receiving, the Employee shall retain his or her former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.

16.04 NEW OR CHANGED JOB CLASSIFICATION

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

16.05 RATE RETENTION – When a permanent employee is temporarily removed from his/her regular work and placed on other work for less than one day (8 hours) for the Employer’s convenience, he/she shall be paid his/her regular rate of pay. If the employee is employed on such work in excess of four (4) hours he/she shall be paid for the full day (8 hours) at the higher rate and no employee’s rate may be reduced below his/her regular rate.

When an employee is permanently transferred to a lower rate position he/she will continue to retain his/her hire rate for a period of twenty (20) working days. Afterward, he/she will receive his/her assigned classification rate.

16.06 FIRST AID ATTENDANTS - There shall be a person designated as a First-Aid Attendant who shall have at least a St. John’s Ambulance Certificate.

When the Employer requires an employee to take a First-Aid course, the Employer will pay for the course as well as any straight time lost by the employee. If such a certificate is necessary, the premium shall be determined by the level of certificate the Worker’s Compensation Board requires.

For those employees (maximum of 2 employees) attaining a First Aid Certificate, they shall be paid the applicable premium for all hours worked.

- \$ 0.25 per hour over occupational rate - Level I
- \$ 0.50 per hour over occupational rate - Level II
- \$ 0.75 per hour over occupational rate - Level III

16.07 LEAD HAND AND GROUP LEADER DEFINITION

LEAD HAND is an employee who is assigned to co-ordinate the work of other employees in their assigned department will receive a premium of \$1.00 per hour.

GROUP LEADER is an employee who is assigned to co-ordinate the work of other employees and is responsible for the quality and quantity of work performed and will receive a premium of \$1.50 per hour.

ARTICLE 17 - JOB POSTING

- 17.01 All jobs which will be vacant for more than thirty (30) calendar days, and all new jobs will be posted for three (3) full work days on the bulletin board. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.03 of this Agreement.
- 17.02 (a) **JOB OPENINGS (NOT TEMPORARY)** All job openings in the bargaining unit, will be posted on the Bulletin Board for three (3) full work days.
- (b) In the event there is no successful applicant from the permanent employee group, temporary employees may apply for any job opening. Preference will be given to the temporary employee with the greatest number of hours accumulated as hours worked in accordance with the principle established in article 8.03. For the purpose of this clause, the 1400 hours as contemplated in article 8.02 shall be waived for any temporary employee who is the successful applicant on a job posting.
- (c) The job posting procedure to be completed prior to outside recruiting or advertising.
- 17.03 **TRAINING OR TRIAL PERIOD** - The successful applicant may be entitled to up to thirty (30) working days and not less than five (5) working days trial period.
- 17.04 **RETURN TO FORMER JOB**
- (a) In the event that an employee is promoted or transferred in accordance with the provisions of this Article and within thirty (30) days of such promotion the employee is not performing efficiently, or the employee wishes to do so, the employee will revert to his/her immediate previous job, without loss of seniority.
- (b) In the case of temporary employees, they will return to the status of temporary employee and will suffer no loss of accumulated hours as a result of the change.
- If additional employees are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.
- 17.05 **JOB APPLICATIONS (DELAYED)** If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work:
- (a) vacation.
- (b) authorized leave of absence not exceeding thirty (30) days.
- (c) absence resulting from an accident or illness not exceeding thirty (30) days.
- (d) absence on Workers' Compensation not exceeding thirty (30) days.
- 17.06 **SUCCESSFUL APPLICANT NOTICE** - The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice. All job postings not filled by successful applicants within thirty (30) days are considered void.

17.07 In the event that none of the applicants meet the requirements of the job in relations to Section 8.03 of this Agreement, the Employer may fill the vacancy from any available source.

ARTICLE 18 - PENSION

18.01 The Employer agrees, for the duration of the collective agreement, to maintain in full under the same conditions the pension plan already in existence for the benefit of all its permanent Employees.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01 (a) In the event that the Company introduces a technological change which results in:

Displacement of employees from employment with the Company. The Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

(b) An employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority up to a maximum of eight (8) weeks.

ARTICLE 20 - SAVINGS CLAUSE

20.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment of order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

20.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of implementing the requirements of any such order, judgment or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall be for the period from and including May 1st, 2004, to and including April 30th, 2007, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is or immediately preceding the date of April 30th, 2007, in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

21.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike is implemented, or the Employer shall give notice of lockout and such lockout is implemented, or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

21.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of B.C. is hereby excluded.

IN WITNESS WHEREOF: The Parties have executed this Agreement at Burnaby, British Columbia. this 29th day of April, 2004.

UNI-SELECT PACIFIC INC.

**UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 2952)**

Ken Glen

Randy Gatzka

Monty Bartlett

Terry Pollock

Guido Fuchtlter

APPENDIX A

SALARY SCALES

Material Handler and Order Desk Clerk

	May 1 2004	May 1 2005	May 1 2006
36+ months	14.50	14.90	15.35
25 – 36 months	13.55	13.95	14.35
13 – 24 months	12.55	12.95	13.30
1401 hrs – 12 months	11.55	11.90	12.25
Temp. Employees	10.30	10.50	10.90
Students	9.00	9.25	9.50

The applicable premium for the following positions is \$1.00:

1. Returns Co-ordinator
2. Receiver
3. Head Shipper
4. Lead Express Counter Person

The applicable premium for the following positions is \$.50:

1. Express Out-of-Town Shipper
2. Order Desk

The applicable premium for the following positions is \$.25

1. Catalogue Department

RETROACTIVE PAY

Upon both parties signing this Collective Agreement, all bargaining unit employees will be paid on a retroactive basis for the outstanding wages owed according to the following criteria (as of May 1st, 2004 up to and including the signing date):

- All time worked by an employee at his/her regular rate.
- All overtime worked at 1.5x and 2.0x the employee's regular rate of pay.
- All time worked by an employee in a premium rate position and any related overtime in that capacity at the appropriate rate.

APPENDIX – B	Benefits Summary
BASIC LIFE	
Amount insured:	
- Employees without dependents	2 x salary, max \$200,000
- Employees with dependents	3 x salary, max \$200,000
Reduction	50% at age 65
OPTIONAL LIFE	
Amount insured (employees and dependents)	Units of \$25,000, max \$250,000
DEPENDENT LIFE	
Amount insured:	
- Spouse	\$10,000
- Child	\$5,000 (Child 14 days or older)
SHORT TERM DISABILITY	
Amount insured	65% of weekly salary, max 800\$/week; non-taxable
Elimination period	7 days in case of illness
Maximum benefit period	17 weeks
LONG TERM DISABILITY	
Amount insured:	
- Regular employees	65% of first \$2,000 of monthly salary, 50% of excess, max \$6,000. Indexation max 2%. Non-taxable
MEDICAL	
Deductible	None
Coinsurance:	
- Hospitalization	100%
- Drugs, Professional services, medical devices	90%
Highlights of eligible expenses:	
- Hospitalization	Semi-private room without any limit as to the number of days
- Convalescent hospital	n/a
- Drugs	Prescription drugs (Reimbursement basis)
- Paramedical services	\$350/year/practitioner
- Physiotherapist	Unlimited
- Private nurse	\$5,000/year
- Hearing aids	\$400/5 years
- Out-of-province/country & assistance	\$5,000,000/ year
- Other medical expenses	See brochure
DENTAL	
Fee Schedule	Current fee schedule
Deductible	None
Coinsurance:	
- Preventive and basic	100%
- Major	60%
- Orthodontic	50%
Maximum	\$1,500/year for preventive, basic and major services combined. Orthodontic - \$1,500 lifetime

LETTER OF UNDERSTANDING #1

BETWEEN: UNI-SELECT PACIFIC INC.

(hereinafter referred to as "the Company")

AND: THE UNITED STEELWORKERS OF AMERICA
On Behalf of Local No. 2952

(hereinafter referred to as "the Union")

The Union recognizes that the Employer may periodically require the use of sales representatives to manage their product lines by relabelling, reboxing and parts identification, along with work performed in the Returns Department. Such work shall not include the picking and shelving of product and product lines or any other bargaining unit work.

Signed this 29th day of April , 2004

UNI-SELECT PACIFIC INC.

UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)

Ken Glen _____

Randy Gatzka _____

Terry Pollack _____

Monty Bartlett _____

Guido Fuchtlar _____

LETTER OF UNDERSTANDING #2

BETWEEN: UNI-SELECT PACIFIC INC.
(hereinafter referred to as "the Company")

AND: THE UNITED STEELWORKERS OF AMERICA
On Behalf of Local No. 2952
(hereinafter referred to as "the Union")

The following conditions will apply while Paciano Archide retains his temporary employee status:

1. The Company has the right to determine the hours of work.
2. The employee will not retain any portion of the Company Benefit Package.
3. The employee will remain at his current rate of pay.
4. The employee will not accumulate vacation time entitlement and vacation pay will be based on his original hiring date.
5. The Employee will be first on the temporary employee seniority list.

Signed this 29th day of April , 2004

UNI-SELECT PACIFIC INC.

UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)

Ken Glen

Randy Gatzka

Terry Pollack

Monty Bartlett

Guido Fuchter

LETTER OF UNDERSTANDING #3

BETWEEN: UNI-SELECT PACIFIC INC.
(hereinafter referred to as "the Company")

AND: THE UNITED STEELWORKERS OF AMERICA
On Behalf of Local No. 2952
(hereinafter referred to as "the Union")

Subject :Students and Temporary employees

For the purpose of this agreement, a student is defined as an employee who is currently enrolled in a full time secondary school program.

For the purpose of this agreement, a temporary employee is any employee who has successfully completed the 320 worked hours on probationary period as set out in article 8.02 and has been placed on the temporary employee list. A temporary employee's seniority shall be calculated as per article 8.02 of the collective agreement.

The Parties agree that students will be given preference to work on Saturdays only, provided that there is enough students that have the ability to perform the work available. Such work shall not include the Express counterman.

In the event there is an insufficient number of students to fill Saturday positions, temporary employees will be given the opportunity to work by order of seniority provided they have the ability to perform the available work. Such work shall not include the Express counterman.

If during the regular work week all temporary employees have been called in to work and additional employees are required, students may be called in to work.

If during the regular work week all temporary employees and students have worked 40 hours, any available work on Saturday shall be considered overtime and distributed as per article 5.02 to 5.04 of the collective agreement.

Signed this 29th day of April , 2004

UNI-SELECT PACIFIC INC.

UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)

Ken Glen _____

Randy Gatzka _____

Terry Pollack _____

Monty Bartlett _____

Guido Fuchtlar _____

LETTER OF UNDERSTANDING #4

BETWEEN: **UNI-SELECT PACIFIC INC.**
(hereinafter referred to as "the Company")

AND: **THE UNITED STEELWORKERS OF AMERICA**
On Behalf of Local No. 2952
(hereinafter referred to as "the Union")

SUBJECT: ORDER DESK (Monday to Friday)

The parties agree that based on the current level of staffing (three employees) working at the order desk, the Employer may reassign only one (1) Order Desk employee to the Warehouse to cover unforeseen peak work periods provided there are two (2) bargaining unit employees still performing order desk functions.

Signed this 29th day of April , 2004

UNI-SELECT PACIFIC INC.

UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)

Ken Glen

Randy Gatzka

Terry Pollack

Monty Bartlett

Guido Fuchtlar

LETTER OF UNDERTANDING #5

BETWEEN : **UNI-SELECT PACIFIC INC.**

(hereinafter referred to as "The Company")

AND: **UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)**

(hereinafter referred to as "The Union")

SUBJECT: Annual Inventory Week

The Company and the Union agree to the following in order for Uni-Select Pacific Inc. to perform its annual physical inventory near the end of either October or November each year.

1. All employees will revert to an eight (8) hour day shift during the inventory week.
2. All shifts will begin on Monday at 8:00 a.m.
3. Employees would be paid as per article 5.03 a), b) and c) of the Collective Agreement for an 8 hour day.
4. The Company will supply 4 meals for all employees. (Thursday dinner, Friday lunch, Friday dinner and Saturday lunch.)
5. On Friday and Saturday, the unpaid lunch meal break will be from approximately 12:00 p.m. until 1:00 p.m.
6. On Thursday and Friday, the dinner meal break will be from approximately 5:00 p.m. until 6:00 p.m. One-half (1/2) hour will be unpaid.

Signed this 29th day of April, 2004

UNI-SELECT PACIFIC INC.

**UNITED STEELWORKERS OF AMERICA
(On Behalf of Local Union 2952)**

Ken Glen

Randy Gatzka

Terry Pollack

Monty Bartlett

Guido Fuchtlar

