

**INTERIOR (B.C.) STANDARD BUILDING SUPPLY  
AND BLOCK MANUFACTURING AGREEMENT**

**BETWEEN**

**O.K. BUILDERS SUPPLIES LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1st, 2003 - December 31st, 2005**

**DON MCGILL**  
**Secretary-Treasurer**

**INTERIOR (B.C.) STANDARD BUILDING SUPPLY  
AND BLOCK MANUFACTURING AGREEMENT**

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2:01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

**MEMBERSHIP:**

2:02 All employees covered by this Agreement must be members in good standing of the Union.

2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.

2:04 Any employee who does not retain his membership in the Union and who has been laid off for any reason will not retain his Seniority with the Company.

**AUTHORIZATION OF DEDUCTIONS:**

2:05 New employees shall be required to sign authorization cards for the deduction of initiation fees, dues and assessments, in the amounts as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable quarterly in advance. Dues shall be deducted from the second pay of the month previous to the quarter for which they are applicable.

**PICKET LINES:**

2:06 It shall not be a violation of this Agreement or cause for discharge if an employee refuses to cross a picket line which has not been declared illegal by a Court or Tribunal of competent jurisdiction. Wherever possible, the Union shall endeavour to notify the Company of such picket lines.

2:07 It shall not be considered a violation of this Agreement or reason for discharge, if an employee refuses to deliver to a job or project which has been declared unfair by the British Columbia and Yukon Building and Construction Trades Council or any of its affiliated area Building Trades Councils. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company.

**STRIKES AND LOCKOUTS:**

2:08 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work or slowdown, either partial or general.

**UNION HIRING HALL:**

- 2:09 When additional employees are required, the Company shall give the Union first opportunity to refer Union members for employment. The Company shall contact the appropriate Union Hiring Hall when additional employees are required. In the event the Union is unable to refer suitable persons and the Company hires a person who is not a member of the Union, the Company must contact the appropriate Union office before the person commences work, or else the Company will remove such person from the job at the request of the Union.
- 2:10 When additional employees are required within an area which is not serviced by a permanently established and operating Union Hiring Hall, the Company will extend first opportunity to Union members who meet the Company's requirements and who apply for employment or have been referred to the Company by the Union.
- 2:11 Employees hired who are not members of the Union and have completed their probationary period shall have seven (7) days in which to become members of the Union.
- 2:12 Should it become impossible for the Company to hire outside equipment locally from:
- (a) Companies or dependent contractors with employees under agreement to this Local Union, or
  - (b) Dependent contractors who are members of this Local Union, then the Company shall be free to hire outside equipment from
    - (i) Companies or dependent contractors with employees under agreement to another Teamster Local, or
    - (ii) Dependent contractors of another Teamster Local, or
    - (iii) Other available sources,

However, prior to the Company hiring on this basis, the Company must first obtain confirmation from the Union.

**CONTRACT AND HIRED TRUCKING:**

- 2:13 The Company agrees that work presently performed by members of the bargaining unit will not be let out to contract or carried out by hired equipment if appropriate company equipment is available for this work, and members of the bargaining unit normally performing this work would be laid off as a result.

**RENTAL EQUIPMENT:**

- 2:14 When Company equipment is leased or rented to other persons or companies such equipment shall be operated by Company employees who are members of the Union.
- 2:15 In the event that the Company should require any employee covered by this Agreement to engage in work on construction, in the confines of a construction site, which has established wage rates and conditions other than those contained herein, such employee shall be paid at the more favourable wage rate and conditions while so engaged, however, there shall be no duplication of benefits.

**SHOP STEWARDS:**

- 2:16 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given the Shop Steward to carry out his duties.
- 2:17 The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reason for discharge.

**INSPECTION PRIVILEGES:**

- 2:18 After first notifying the Company, authorized Agents of the Union shall have access to the Company's establishment during working hours for the purpose of adjusting Union-Company disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however that there are no interruptions of the Company's working schedule.

**ARTICLE 3 - NEW CLASSIFICATIONS**

- 3:01 The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added or if there is substantial change in the duties of the existing job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification.

**ARTICLE 4 - DISCHARGE OF EMPLOYEES**

**DISCHARGE:**

- 4:01 The Company has the right to discharge any employee for just cause such as drunkenness, dishonesty, incompetency, or absence without leave.

Employees shall be notified, in writing, the following day the reasons for their dismissal, with a copy to the Union.

4:02 Any employee reprimanded shall have the right to have the Shop Steward or Union Representative present.

4:03 Any disciplinary notice or warning letter in an employee's file will be disregarded after thirty-six (36) months from date of incident, providing there is no reoccurrence of a similar nature during that time.

#### **ARTICLE 5 - EMPLOYER'S RIGHTS**

5:01 Subject to the terms of this Agreement, the management and the operation of and the direction and promotion of the working force is vested exclusively in the Company. The Company shall have the right to select its employees and to discipline or discharge them for just cause.

#### **ARTICLE 6 - WAGES & WAGE STATEMENT**

##### **WAGES:**

6:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rate contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

**PAY DAYS AND PAY STATEMENTS:**

6:02 The Company shall provide every employee covered by this Agreement each payday with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the rate or rates applicable, the gross amount of wages, pay for General Holidays, and all other deductions made therefrom. In addition, the itemized statement shall indicate the total hours to date and rate of contributions for pension contributions from January 1st of each year.

Vacation Pay shall be paid on a separate cheque as provided in Article 10, 10:09 herein.

6:03 Employees shall be paid every second Friday, during working hours, all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular payday payment will be made the preceding day.

**TERMINATION CHEQUES:**

6:04 If an employee is discharged by the Company or quits, he shall be paid for all monies due on the following work day. The monies due will be payable through Head Office and will be mailed to the employee upon request. If an employee is laid-off he shall receive wages on the first payday following the day he was laid-off.

6:05 Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Company and shall receive his usual wages and all other conditions of the Agreement until there is compliance with the provisions or other arrangements are made between the Company and the Union.

**ARTICLE 7 - HOURS OF WORK AND OVERTIME**

7:01 The normal work week shall be five (5) consecutive days, eight (8) consecutive hours per day, forty (40) hours per week commencing as follows:

(a) BLOCK MANUFACTURING PLANT EMPLOYEES - Monday to Friday inclusive. Starting times shall be 6:00 a.m., 7:00 a.m. or 8:00 a.m.

(b) MASONRY STORE EMPLOYEES - Monday to Saturday - starting times shall be 7:00 a.m., 7:30 A.M. or 8:00 a.m.

- (c) BUILDING SUPPLY STORE EMPLOYEES - Monday to Saturday - starting times shall be 7:00 a.m., 7:30 a.m., 8:00 a.m., 8:30 a.m., or 9:00 a.m. In addition on Friday start time will be permitted at 12:00 noon. The Friday noon shift shall be applied to not more than three (3) regular employees and shall be worked on a rotation basis by all employees in the store.

Should the Company decide to extend the store hours to include Sunday openings, the hours of operation for Sundays shall be 10:00 a.m. to 4:00 p.m. Employee electing to work Sundays as a regular shift shall work from 10:00 a.m. to 4:00 p.m. and shall be paid for eight (8) hours at straight time. Sunday openings will be used only where competition dictates.

All regular employees shall receive two (2) consecutive days off per week. Preference for days off shall be on seniority basis. Once days off have been established they shall only be changed by mutual agreement between the Company and the employee.

- 7:02
- (a) Time and one-half shall be paid for the first two (2) hours worked outside the employee's regular eight (8) hour shift. Double time shall be paid for all time worked in excess of ten (10) hours per shift.
- (b) Should an employee work a sixth shift in a week he shall be paid at time and one-half for four (4) hours and double time for all hours in that shift.
- (c) All time worked over eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.
- (d) With respect to General Holidays, the foregoing overtime provisions are in addition to eight (8) hours' wages which shall be paid in any event.

7:03

Overtime shall be allocated as evenly as possible by classification on a quarterly basis. For this purpose, those overtime hours which an employee refuses to work shall be calculated as hours worked.

When overtime is to be worked on a shift or non-scheduled work day the employee working at the job on the shift shall perform the overtime. If such an employee has a prior commitment or cannot work the overtime for justifiable reason, he need not perform the overtime providing the request is made at the commencement of the shift and another employee is available to perform the work. Confirmation will be given in the first half of the shift and shall not be unreasonably withheld.

- 7:04 The Company shall not unreasonably withhold permission to decline to work overtime provided the employee requests such permission during the first half of the shift.
- 7:05 Employees shall be notified prior to the completion of their shift if they are not required to work the following day and shall not report until recalled.
- 7:06 When more than one shift is required, seven and one-half (7 1/2) hours, exclusive of the meal break, shall constitute the second shift, for which eight (8) hours pay shall be paid. Seven (7) hours, exclusive of a meal break, shall constitute the third shift for which eight (8) hours' pay shall be paid.
- 7:07 If mutually agreed between the Parties, the senior employees shall have first choice as to which shift they shall start.
- 7:08 Any employee called and reporting to work on a regular work day shall be paid not less than four (4) hours per day. Any employee called and reporting to work on his rest day shall be guaranteed four (4) hours' pay at time and one-half the regular rates.

## **ARTICLE 8 - SENIORITY**

### **PROBATIONARY PERIOD:**

- 8:01 New employees shall have no seniority rights until completion of the probationary period of thirty (30) days worked or sixty (60) calendar days, whichever comes first.

### **SENIORITY LIST AND CLASSIFICATION:**

- 8:02 Each branch shall maintain a separate seniority list, and shall keep it posted in a conspicuous place on it's premises, an up to date list of all employees at that branch covered by this Agreement, showing the date when each commenced his employment with the Company and the Company shall forward a copy of each list to the Union as it is posted. Such lists shall be renewed on January 1<sup>st</sup> and July 1<sup>st</sup> of each year and shall show the employee's classification.

### **LAYOFF & REHIRE:**

- 8:03 Seniority shall be maintained in the reduction and restoration of the work force provided the employee is reasonably competent to perform the job, i.e.
- (a) The Company, when laying off employees, shall lay them off in reverse order of their seniority of employment with the Company, and

- (b) The Company shall rehire laid-off employees according to their seniority with the Company.
- (c) Employees who are laid off and then recalled by the Company must notify the Union dispatch office.
- (d) Employees shall not bump from one division or department to another, i.e. Block Plant to Store and vice versa.

**RECALL:**

8:04 Employees on layoff for periods of thirty (30) days or longer shall be given a maximum of seven (7) days to return to work subject to the Company's responsibility to notify the employee in writing at the last listed address of the employee. If the employee fails to comply with the above, he shall be considered terminated.

**JOB POSTING:**

- 8:05 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place, at each place of business maintained by the Company notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work.
- 8:06 However, an employee who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who is posted for a training position may be given preference.
- 8:07 The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and assignments of the postings.

**NEW EMPLOYEE SENIORITY RE-QUALIFY:**

- 8:08 Any new employee shall be credited with seniority from his first day of employment with the Company after completion of his probationary period. However, any new employee, who in the twelve (12) month period from his first day of employment with the Company is not employed for a greater period than six (6) months, shall not be credited with seniority for the period worked and, if re-hired, shall be considered as a new employee.

**LOSS OF SENIORITY:**

- 8:09 Seniority will not be retained by any employee who is terminated for lack of work and who is not re-hired within a period of twelve (12) months from the date of termination. However, should a properly notified employee not report for work then his name shall be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

**ARTICLE 9 - GENERAL HOLIDAYS**

**GENERAL HOLIDAYS:**

- 9:01 Every employee covered by this Agreement who has been regularly employed for thirty (30) days shall receive a day's pay for New Year's Day,

Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, December 31st, and any other holiday proclaimed by the Provincial or Federal Government; provided however, that the employee shall have worked his scheduled work day before and after such holiday, unless express permission to be absent shall be obtained from his superintendent.

9:02 Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

In order to permit the orderly conduct of business the store shall be permitted to remain open Easter Monday. Employees shall be selected to work on Easter Monday based on seniority providing they are reasonably competent to perform the work.

Those employees working the Easter Monday shall be either paid at straight time rates or be given another day off in lieu of, at the option of the employee providing it does not affect the orderly conduct of business.

**QUALIFY:**

9:03 Employees who have qualified under 9:01 shall only qualify for General Holiday pay if they have worked five (5) days within the thirty (30) days immediately preceding the date of the holiday.

**GENERAL HOLIDAYS WHEN OFF SICK:**

9:04 The Company shall pay all regular employees for all General Holidays falling within the first three (3) months following date of absence due to illness but not while receiving W.C.B. benefits.

9:05 Should a General Holiday fall on an employee's normal day off, the employee will be given a day off on either the working day preceding or the working day following the General Holiday.

Should two (2) General Holidays fall on an employee's two (2) consecutive normal days off, the employee will be given four (4) consecutive days off including the two (2) consecutive normal days off.

The Company shall designate the day(s) to be granted as the day(s) off, and the day(s) shall be without pay.

**ARTICLE 10 - ANNUAL VACATIONS**

**TWO WEEKS:**

10:01

Each employee who has completed one (1) year's continuous service in the employ of the Company and who has worked a minimum of 1,350 hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to eighty (80) hours' straight time pay at the employee's regular rate, or four percent (4%) of the gross earnings paid that employee during the year he qualifies for such vacation, whichever is the greater.

**THREE WEEKS:**

10:02 Each employee who has completed three (3) years' continuous service in the employ of the Company and has worked a minimum of 1,350 hours for the Company during the preceding twelve (12) months shall be entitled to a total of three (3) weeks vacation with pay equal to one hundred and twenty (120) hours straight time pay at the employee's regular rate, or six percent (6%) of the gross earnings paid that employee during the year he qualified for such vacation, whichever is the greater.

**FOUR WEEKS:**

10:03 Each employee who has completed nine (9) years' continuous service in the employ of the Company and has worked a minimum of 1,350 hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks vacation with pay equal to one hundred and sixty (160) hours' straight time pay at the employee's regular rate, or eight percent (8%) of the gross earnings paid that employee during the year he qualifies for such vacation, whichever is the greater.

**FIVE WEEKS:**

10:04 Each employee who has completed sixteen (16) years' of continuous service in the employ of the Company and has worked a minimum of 1,350 hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks vacation with pay equal to two hundred (200) hours' straight time pay at the employee's regular rate, or ten percent (10%) of the gross earnings paid that employee during the year he qualifies for such vacation, whichever is the greater.

**SIX WEEKS:**

10:05 Each employee who has completed twenty-five (25) years' of continuous service in the employ of the Company and has worked a minimum of 1,350 hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks vacation with pay equal to two hundred and forty (240) hours' straight time pay at the employee's regular rate, or twelve percent (12%) of the gross earnings paid that employee during the year he qualifies for such vacation, whichever is the greater.

10:06 An employee who terminates shall be paid vacation pay in the appropriate percentage contained in Sections 1, 2, 3, 4, or 5 herein.

**VACATION PREFERENCE AND LISTS:**

10:07 Not later than March 1st of each year, the Company shall post a vacation list on the bulletin board(s) and each employee shall indicate his vacation preference thereon not later than April 15th. Vacation period preference shall be governed by seniority and when the vacation period is established it shall not be changed except by mutual agreement between the Company and the employee.

10:08 Employees shall take their annual vacation within the year they are entitled to said vacation.

10:09 On the last working day prior to an annual vacation, he shall be entitled to receive vacation pay, in accordance with this Article for that period of time that he will be absent from work, however, if the employee fails to exercise this entitlement, such vacation pay will be paid to him on the first regular pay day following his return to work.

Upon request three weeks prior to an employee taking vacation, the Company shall provide a statement showing which is greater the regular pay or the percentage.

10:10 The Company shall consult with the Union in an effort to increase the number of employees allowed off on holidays during the school vacation periods.

Any employee accepting gainful employment while on vacation may be dismissed.

## **ARTICLE 11 - GENERAL WORKING CONDITIONS**

### **ON JOB INJURY:**

11:01 An employee shall not suffer a loss in regular wages on the day he has a personal on the job injury requiring medical attention.

### **MEAL AND REST BREAKS:**

11:02 (a) The Company shall not require any employee covered by this Agreement to work less than four (4) or more than five (5) consecutive hours at any time without a lunch break.

(b) Should the employee be required to work through his designated lunch break the employee shall be paid for this time at the premium rate of pay.

(c) If the employee is required to work more than eleven (11) hours he will be entitled to a meal break after ten (10) hours. The employee

shall be paid twelve dollars (\$12.00) to cover the cost of the meal and the time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked.

(d) This provision shall be repeated every four (4) hours.

**REST BREAKS:**

11:03 A rest break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the 2nd half of the shift, as possible.

Time allowed for rest breaks shall be up to, but not more than, fifteen (15) minutes each.

**SAFETY EQUIPMENT:**

11:04 Whenever the Company or the Workers' Compensation Act regulations require equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss that he can reasonably be held responsible for.

**SAFETY MEETINGS:**

11:05 The Company shall establish or continue a Safety Committee of which management personnel shall not outnumber Union members. This Committee shall operate as required by the Workers' Compensation Board regulations.

This Committee shall operate as required by the Workers' Compensation Board Regulations "and meet every second month" unless otherwise requested by the Workers' Compensation Board. Copies of the minutes to be forwarded to the Union. If an employee is required by the Workers' Compensation Board or Department of Mines to attend an upgrading course, the employee will be paid his straight time hourly rate for scheduled class time attended.

The Company when requiring first aid men by W.C.B. regulations who work at other duties in addition to their regular rate shall pay such employees for a first aid ticket at thirty cents (30¢) per hour.

**TIME OFF RE ACCIDENTS:**

11:06           Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. The Company will supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

**HIGHER CLASSIFICATION:**

11:07           If a man starts his day's work, he shall not be paid less than his regular posted rate for the day. If work is to be made available at a lower classification he shall be notified the day previous.

11:08           If an employee works at a classification of a higher rate for more than two (2) hours, he shall be paid the higher rate for the whole shift.

**VEHICLE SAFETY:**

11:09 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to immediately report in writing to the Management or Garage Foreman any vehicle considered unsafe. Such vehicle shall be tagged "out of service" until properly repaired.

**EXECUTIVE AND SHOP STEWARDS:**

11:10 Provided the Company receives twenty-four (24) hours prior notice Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union, shall be allowed time off by the Company without pay.

**JURY DUTY:**

11:11 The Company shall continue to pay any employee whose absence is due to the serving of Jury Duty, provided, however, that all sums received by way of payment for Jury Duty shall be payable to the Company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay. It is agreed that employees must make themselves available for work when not required to be in attendance as Jurors.

**LEAVE OF ABSENCE:**

11:12 (a) (i) When requirements of the Company's services will permit, any employee hereunder, upon written application to the Company, with a copy of said application to the Union, may if approved by the Company be granted a leave of absence, in writing (with a copy to the Union), for a period of thirty (30) calendar days. Under such leaves, the employee shall retain and accrue seniority only.

(ii) Such leave may be extended for additional periods of thirty (30) calendar days when approved by both the Company and the Union, in writing, and seniority will accrue during such extension.

(iii) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

- (iv) In the event the Company grants written leave of absence, with a copy to the Union, to an employee who has suffered the revocation of his driver's licence, it shall not be a violation of this Agreement for that employee to accept employment elsewhere.
  - (v) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied such request.
- (b) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position within the Company which is beyond the sphere of the bargaining unit, he may retain his seniority for a maximum of ninety (90) calendar days within the former unit. Notice shall be given in writing prior to the employee leaving the bargaining unit. Not later than on the ninetieth (90th) calendar day of this period, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return or be returned to the bargaining unit for any reason, he must remain within the unit for a minimum period of one hundred and twenty (120) calendar days prior to exercising such privilege again.

(c) **Medical Examinations**

No employee shall suffer a reduction in regular wages as a result of having a physical examination required by the Company. If, following a Company requested medical examination, any employee is deemed to be physically incapable of carrying out his regular duties, the following procedure shall be applied.

- (i) The Company shall assign the employee to other duties, if possible. In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician.
- (ii) Where there is no agreement between the two physicians on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (iii) The findings of the consultant shall be final and binding.

- (iv) The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.
- (v) Should the consultant deem the employee to be capable of carrying out his regular assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from, or temporarily suspended from, his regularly assigned duties.

**COVERALLS & GLOVES:**

11:13 Upon request by the employee, the Company shall provide Union made coveralls and gloves. The coveralls shall be maintained by a Teamsters certified firm, if available.

**WASHROOMS:**

11:14 The Company agrees to maintain in its terminals and depots adequate lunch rooms, clean, sanitary washrooms, having hot and cold running water and with toilet facilities.

**BEREAVEMENT LEAVE:**

11:15 In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight time eight (8) hour days off work will be paid for by the Company. Immediate family shall be defined to include a Spouse, Son, Daughter, Mother, Mother-in-law, Father, Father-in-law, Brother, Sister and Grandparents. In addition if the employee is notified of the death while he is working he will be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Granting of Bereavement Leave for relatives or dependents other than those described above shall be at the discretion of the Company.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off, without pay, for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

**LICENCES:**

11:16 Should the Company or the Superintendent of Motor Vehicles or any Government Agency require licences or certification beyond those currently required for the job, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee.

**BONDING:**

11:17 Should the Company require bonding and/or insurance beyond the normal requirement for the job he is doing, the Company will allow time off without loss of pay to the employee, and the Company shall be required to pay for any bonding or insurance they require.

## **ARTICLE 12 - TRANSPORTATION AND BOARD**

### **TRAVELLING:**

12:01 In the event that any employee is required to work at a place of work which is in excess of 35 miles from his normal place of work, the Company shall pay:

(a) All his travelling expenses, including meals, to and from such place of work and shall pay wages for the first eight (8) hours of each twenty-four (24) hours.

(b) **Board**

All his expenses for first class living accommodation and meals where he is required to live away from his normal living accommodation.

### **LOCAL TRAVEL:**

12:02 When work is available for employees at their normal starting place or depot, and they are directed to work out of other depots, plants or designated areas, they shall be paid while travelling from their normal starting place or depot and return and additionally, at the Company's option, either:

(a) A travelling allowance of thirty-three cents (33¢) per kilometer, or

(b) By means of Company provided transportation.

### **WORK OPPORTUNITY, OTHER DEPOTS:**

12:03 When work is not available for employees at their regular starting place or depot and work is available at another plant or depot, employees laid off from their regular depot will be given the opportunity to work at the other plant or depot provided they are qualified. Employees other than Maintenance employees shall not be entitled to receive travelling time or allowance or to be provided with transportation.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

### **QUALIFYING PERIOD:**

13:01 If during the term of this Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any alleged violation, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union.

The Company and the Union agree that any grievance between the parties shall be settled as quickly as possible, in an orderly manner, without stoppage of work and in accordance with the Grievance Procedure set out in this Article.

Time limits to institute grievance procedure:

- (a) All grievances - ten (10) calendar days;
- (b) Payroll errors - thirty (30) calendar days from the date the employee received the pay cheque or pay statement.

Time limits may be extended only by mutual consent of the parties. The employee shall take up his grievance as soon as possible - the time limits are maximum periods not minimum periods. A grievance not processed within the time limits set out in this Article shall be deemed to have been settled or abandoned.

**Step 1** The employee, with or without a Shop Steward or an Officer of the Union, shall take the matter up with the Company. Step 1 must be completed within five (5) working days from the date the Supervisor received the grievance, or the matter shall be referred to Step 2.

**Step 2** Should no solution be reached under Step 1 then, an Officer or Officers of the Union together with the employee, if he or they so wish, shall present the grievance in writing to an authorized representative of the Company. Should a solution be reached it shall be final. Step 2 must be completed within five (5) working days from the completion of Step 1, or the matter shall be referred to Step 3 or 4.

### **Step 3 - Troubleshooter**

Before the appointment of an Arbitration Board and by mutual agreement of the parties, a grievance may be referred to a Troubleshooter as provided in Article 14.

### **Step 4 - Arbitration**

If the parties fail to settle the grievance under the aforementioned Steps of the Grievance Procedure, the grievance may be referred to an Arbitration Board as provided in 13:03.

### **ARBITRATION:**

13:02 The party desiring arbitration shall appoint a Member for the Board and shall notify the other Party in writing of its appointment, and particulars of the matter in dispute.

Notice of desire to arbitrate and of nomination of an Arbitrator must be served personally or by registered mail. If served by Registered mail, the date of mailing shall be deemed to be the date of service.

The Party receiving the notice shall within five (5) days thereafter, appoint a Member for the Board and notify the other Party of its appointment.

The two arbitrators so appointed shall confer to select a third person to be chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour to appoint such third Member.

The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.

The decision of the Arbitration Board shall be final and binding on the two parties to the dispute and all others effected, and shall be applied immediately.

#### **SUSPENSION OR DISCHARGE:**

13:03 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, AND PROVIDED THAT, the Arbitration Board, if circumstances are established before it which in the opinion of the Arbitration Board makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost, and FURTHER PROVIDED THAT, if it is shown to the Arbitration Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, the amount so received shall be deducted from wages payable by the Company pursuant to this Section.

13:04 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

**APPEAL OF DECISION:**

13:05 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Clause.

**COST OF CHAIRMAN:**

13:06 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

**POWER OF THE BOARD:**

13:07 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

**ARTICLE 14 - TROUBLESHOOTER**

14:01 Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable during the term of the collective agreement, the first available of the follows:

1. Vincent L. Ready
2. Ken Albertini
3. Nick Malysch

or a substitute agreed to by the parties, shall at the request of either party:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, or those five (5) days from that date, time does not run in respect of the grievance procedure.

14:02 By mutual agreement between the Company and the Union the Troubleshooter's decision shall be binding upon the parties to the dispute and all others affected, and shall be applied immediately.

14:03 The Expenses and remuneration of the Troubleshooter shall be paid as provided in Section 112 of the B.C. Labour Code.

14:04 This step shall apply on a trial basis only for the duration of this Agreement.

#### **ARTICLE 15 - HEALTH & WELFARE**

15:01 (a) "Teamsters Local 213 Health and Welfare Plan"

The Plan will continue throughout the life of the Collective Agreement. The Plan will operate under the supervision and guidance of the Union through the trustee appointed by the Union. The Plan and the activities of the Trustees will be governed by a Trust Agreement.

(b) The Employer shall make contributions at the increments as described in the Agreement for all hours that wages are payable hereunder for each employee within the scope of the Agreement. Such contributions shall be remitted by the fifteenth (15th) day of the month following, together with a form provided by the Union.

(c) Company contributions to Teamsters Local 213 Health and Welfare Plan will be as follows:

Effective January 1st, 2003 - \$2.05 per hour;  
Effective January 1st, 2004 - \$2.10 per hour;  
Effective January 1st, 2005 - \$2.15 per hour.

15:02 All regular employees of the Company who are members of the Union shall be covered by the Teamsters (Local 213) Pension Plan, as per Appendix "B-I".

15:03 Sick leave shall continue as set out in Appendix "C" hereto annexed and forming part of this Agreement.

#### **ARTICLE 16 - TECHNOLOGICAL CHANGE AND SEVERANCE PAY**

1. Should the Company during the term of this Agreement introduce any process of production or equipment or technique which will affect the terms, conditions or security of employment of any of the employees, or
2. Should the Company decide to close down any of its operations, in full or in part, which would result in the termination or lay off of any employees, it is agreed that the Union and the employees will be given as much notice as possible.

The Company and the Union will agree to discuss the following:

- (a) Relocation of employees where a common seniority list applies;
- (b) Retention of seniority;
- (c) Notice or severance pay in lieu of notice.

In the case of severance pay, or notice in lieu of, the Company shall pay all employees with three (3) or more years of service severance pay, or notice, in the amount of one (1) week's pay for each year of service, to a maximum of eight (8) weeks.

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

#### **ARTICLE 17 - SAVINGS CLAUSE**

17:01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages of this schedule or working fewer hours than stipulated in this Agreement shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

**ARTICLE 18 - TERM OF AGREEMENT**

**TERM:**

18:01 This Agreement shall be in effect from and including January 1st, 2003 to and including December 31st, 2005 and shall continue in effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

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 has been implemented or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

**ARTICLE 19 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

19:01 The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the first (1st) day of January 2001.

DATED AT KELOWNA, B. C. THIS DAY OF , 2003.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX "A"**

<b>CLASSIFICATION</b>	<b>WAGE RATES</b>		
	<b>JAN. 1/03</b>	<b>JAN. 1/04</b>	<b>JAN. 1/05</b>

**PRODUCTION**

Block Machine Operator	\$19.17	\$19.62	\$20.07
Forklift Operator	\$18.82	\$19.27	\$19.72
Mechanical Paletizer	\$18.82	\$19.27	\$19.72
Labourer	\$18.32	\$18.77	\$19.22

Foreman/Lead Hand fifty cents (50¢) per hour over highest rate supervised.

**RETAIL STORES**

Inside Sales Staff	\$18.37	\$18.82	\$19.27
Inside Sales Staff (1st year) (hired after Sept. 17, 1997)	\$16.59	\$17.04	\$17.49
Tandem Axle Truck Driver (Boom Truck)	\$18.72	\$19.17	\$19.62
B-Train Combination Driver	\$20.22	\$20.67	\$21.12
Shipper	\$18.72	\$19.17	\$19.62
Yardman (Forklift, Single Axle Truck Driver)	\$18.32	\$18.77	\$19.22
Yardman (hired after Sept. 17/97)	\$16.54	\$16.99	\$17.44

Drivers of trucks pulling trailers twenty cents (20¢) per hour bonus.

**APPENDIX "B"**

**Part-Time**

- (i) Shall be hired on an incidental and temporary basis to provide for additional work force.
- (ii) Shall be carried on a part-time seniority roster, shall accumulate part-time seniority only, and, where practical, shall be called for work according to their position on the part-time seniority roster.
- (iii) Whose normal part-time work week is twenty-five (25) hours or less per week shall not qualify for benefits under this Agreement, excepting Health and Welfare (Article 15). Any part-time employee who has accumulated one thousand (1,000) hours shall be considered as a full-time employee. This will become effective January 1st, 2000.
- (iv) Shall be given first opportunity to qualify as a regular employee as openings become available in accordance with 8:05, 8:06 and 8:07 of this Agreement.

**APPENDIX "B-1"**

**PENSION PLAN**

The Company shall contribute:

Effective January 1st, 2003	-	one dollar and ninety-five cents (\$1.95) per hour
Effective January 1st, 2004	-	two dollars (\$2.00) per hour
Effective January 1st, 2005	-	two dollars and five cents (\$2.05) per hour

into the Teamsters Local 213 Retirement Benefit Fund, on behalf of all regular employees.

Yardmen and Inside Sales staff hired after September 17, 1997 pension contributions shall be one dollar and seventy cents (\$1.70) per hour effective January 1<sup>st</sup>, 2003, one dollar and seventy cents (\$1.70) per hour effective January 1<sup>st</sup>, 2004 and one dollar and seventy-five cents (\$1.75) per hour effective January 1<sup>st</sup>, 2005.

The Company shall make the following contributions based on the straight time hours for which the employee receives remuneration.

The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the Company by the Union. Such form shall provide full instructions.

## **APPENDIX "C"**

### **SICK LEAVE**

- (a) For all employees with one (1) year service or more, paid sick leave shall be accumulated at the rate of one-half day per month to a maximum of thirty (30) working days.
- (b) Where any absence, occasioned by sickness or accident, is not covered for payment by either the sick benefit or compensation, employees shall draw on time so accumulated in the following manner:
  - First day of absence - One-half day's pay
  - Second day of absence - One full day's pay
  - Third day of absence - One full day's pay
- (c) The Company may require that an employee produce a medical certificate to ascertain proof of illness.
- (d) Under no circumstances shall cash be paid in substitution for unused accumulated sick leave.
- (e) If the Company proves abuse of the sick leave provision the employee will be subject to immediate dismissal.