

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HAMILTON & SPILL LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**June 14<sup>th</sup>, 2002 - June 13<sup>th</sup>, 2007**

**DON McGILL**  
**Secretary-Treasurer**

**INDEX**  
**HAMILTON & SPILL LTD.**

<b>ARTICLE</b>		<b>PAGE</b>
1	BARGAINING AGENCY AND DEFINITION	1
2	DURATION OF AGREEMENT	1
3	UNION SECURITY	2
4	DEDUCTION OF DUES, ETC.	2
5	UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	2
6	SHOP STEWARDS	3
7	WORK CLOTHES	4
8	UNION NOTICES	4
9	CONFLICTING AGREEMENT	4
10	PROTECTION OF RIGHTS	4
11	TRANSFER OF TITLE OR INTEREST	5
12	GRIEVANCE PROCEDURE	5
13	JOB POSTING, ETC.	7
14	TECHNOLOGICAL CHANGE AND RETRAINING	7
15	SEVERANCE PAY	8
16	PAY DAY AND PAY STATEMENTS, ETC.	9
17	ANNUAL VACATIONS	9
18	GENERAL HOLIDAYS	10
19	SEPARATION OF EMPLOYMENT	11
20	SENIORITY	11
21	DAYS AND HOURS OF WORK AND OVERTIME	12
22	LUNCH AND REST PERIODS	13
23	COMPENSATION COVERAGE	13
24	SAVINGS CLAUSE	14
25	INSPECTION PRIVILEGES	14
26	SANITARY FACILITIES, ETC.	14
27	SAFETY AND HEALTH	14
28	BONDING	15
29	MANAGEMENT	15
30	ARTICLE HEADINGS	15
31	TRANSPORTATION	15
32	MEDICAL EXAMINATIONS	15
33	MAINTENANCE AND SAFETY	16
34	CLASSIFICATIONS AND WAGE RATES, ETC.	16
35	PAID ELECTION TIME OFF	17
36	GENDER	17
37	TOOLS	17
38	LOSS OF BENEFITS	17
39	HEALTH AND WELFARE PLAN	17



## **2. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including June 14<sup>th</sup>, 2002, to and including June 13<sup>th</sup>, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, 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.

The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

## **3. UNION SECURITY**

- (a) The Employer shall give the Union an opportunity to refer applicants for employment.
- (b) The Employer agrees that when it hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All new employees shall sign Union cards immediately prior to the commencement of employment. All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee.

## **4. DEDUCTION OF DUES, ETC.**

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

## **5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. The Employer shall be advised in writing within five (5) working days of the name of the employees so selected.
- (b) During an authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. The extent of the leave shall not exceed one (1) year, unless agreed to between the Employer and the Union.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied, providing it can be accommodated in the production schedule.
- (e) In case of illness or injury, the employee must advise the Warehouse Manager at least thirty (30) minutes prior to the commencement of his shift that he will be absent. At the Employer's discretion, the employee may be required to provide a doctor's certificate indicating that the employee was medically unable to attend work. If the Employer requires such a certificate, it shall pay the cost.
- (f) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days.

Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren and step-parents. An employee requesting a compassionate leave of absence shall provide such request, in writing, to the Warehouse Manager.

- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. 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 cheque and/or witness fees to the Employer.
- (h) For all medical appointments that are not due to immediate illness or injury, the employee must provide the Warehouse Manager with notification three (3) days prior to the date of the employee's appointment, indicating that the employee shall be absent from work because he is required to attend such appointment.

## **6. SHOP STEWARDS**

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards will be allowed to take up grievances during working hours, without loss of pay, after first notifying the Supervisor and provided operations shall not be unnecessarily delayed.

## **7. WORK CLOTHES**

- (a) With the exception of clause (b) below, the Employer shall supply any safety equipment, protective devices or articles as required by the Workers' Compensation Board without charge.

- (b) The Employer agrees to reimburse the employee for seventy-five percent (75%) of the cost of work boots which are required by the Workers' Compensation Board. An employee shall be limited to one (1) claim in no less than twelve (12) months worked and the request for work boots must be authorized by the Warehouse Manager prior to the employee purchasing them. The Employer shall issue the purchase order within thirty (30) days of the employee's request, provided that the other criteria are met. The employee shall submit the old work boots to the Employer on reimbursement.

## **8. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board, providing the notices thereon shall not reflect detrimentally on the Employer.

The Employer shall be responsible for the posting of an up to date Seniority List.

## **9. CONFLICTING AGREEMENT**

The Employer agrees not to enter into any agreement or a contract, with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

## **10. PROTECTION OF RIGHTS**

- (a) The Employer shall not require any Union member to cross a picket line or to accept any products, goods or services from any person or employees of any person with whom a Union has a picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard line around or against.
- (b) In view of the orderly procedure established by this Agreement for the settling of disputes and the processing of grievances, the Union agrees that during the term of this Agreement, and thereafter, while negotiations are in process for a renewal or extension thereof, there will be no strike, slowdown, or stoppage of work, either complete or partial, for any reason and the Company agrees there shall be no lockout for any reason.

## **11. TRANSFER OF TITLE OR INTEREST**

Section 35 (1) of the Labour Relations Code of British Columbia as in effect as of December 15<sup>th</sup>, 1992, shall apply as follows:

35(1) If a business or a part of it is sold, leased, transferred, or otherwise disposed of, the purchaser, lessee or transferee is bound by all proceedings under this Code before the date of the disposition and the proceedings must continue as if no change had occurred.

## **12. GRIEVANCE PROCEDURE**

(a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

(b) The Steps of the Grievance Procedure shall be as follows:

### **STEP I**

The employee, with or without the Shop Steward shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

### **STEP II**

Should a solution not be reached by Step (I), then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step (II) as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

### **STEP III**

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

In the event of failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

#### **STEP IV**

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable, the Arbitration Board may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union.

In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (g) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file.

### **13. JOB POSTING, ETC.**

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The job shall be awarded to the applicant based on seniority, health, ability and past work experience.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit in accordance with the job posting procedure shall be allowed a reasonable period of trial, up to thirty (30) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this agreement the parties shall negotiate wage rates, conditions, etc., for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

#### **14. TECHNOLOGICAL CHANGE AND RETRAINING**

- (a) Where the Employer introduces or intends to introduce a technological change resulting from the replacement of a machine or piece of equipment operated by an employee or affording work to an employee, then the Employer agrees that no employee will lose employment, be laid-off, or reduced in hours of work because of such technological change if the employee or employees can be retained to perform on or with the new machine or equipment or if the employee can be afforded work available elsewhere with the Employer which available work does not displace the work of another employee according to the seniority and job posting provisions of this Agreement.
- (b) Where the Employer introduces or intends to introduce technological change resulting from the introduction of a new machine or piece of equipment which does not replace a former piece of equipment or machinery or which does not displace an employee or his work in any manner, then the job posting provisions of this Agreement will apply. The Employer may hire outside the bargaining unit for this type of technological change only after the job posting procedure of this Agreement is exhausted. Any such employee hired from outside the bargaining unit shall become a member of the bargaining unit and also become a member of the union as earlier set out in this Agreement.
- (c) Where the Employer introduces or intends to introduce technological change resulting from a change in method of operation, or technological change not covered by sub-paragraphs (a) and (b) hereof, then the Employer agrees that no employee will lose employment, be laid-off or be reduced in hours if the employee or employees can be retrained to work with the new method of operation or system caused by this technological change or if the employee can be afforded work available elsewhere with the Employer which available work does not displace the work of another employee according to the seniority and job posting provisions of this Agreement.
- (d) All training or retraining referred to in this provision shall be at the expense of the Employer, however, it shall not exceed 30 working days.
- (e) In all cases where the Employer intends to introduce technological change it will not be implemented by the Employer until and unless one month's notice in writing is given to the union of its intention.
- (f) In all cases of technological change the parties shall agree to the appropriate rate of pay for any jobs affected or created thereby. If the parties cannot agree then the matter shall be settled by arbitration. In no event shall the rate of pay of an employee be reduced.

- (g) If an employee is displaced by technological change after exhaustion of all the rights of this provision then he shall be entitled to all the benefits of the severance pay provision or provisions of this Agreement.

**15. SEVERANCE PAY**

- (a) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive a termination pay of one (1) week's pay for each year of service with the Employer to a maximum of eight (8) weeks at the rate of pay the employee was receiving on the date of termination.
- (b) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

**16. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than five (5) days prior of the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error.

**17. ANNUAL VACATIONS**

- (a) No later than April 1<sup>st</sup> of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee, in order of seniority shall apply for his or her vacation on such list at a time same is desired, and such request must be completed by April 30<sup>th</sup> of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

Vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be

in one (1) period or split. If employees so choose, their vacations must be given between May 15<sup>th</sup> and September 1<sup>st</sup> each year.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who complete one (1) year and up to five (5) years as an employee shall receive two (2) consecutive weeks vacation each year with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have completed five (5) years and up to twenty (20) years as an employee shall receive three (3) consecutive weeks vacation each year with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (5) Employees who have completed twenty (20) years and up as an employee shall receive four (4) consecutive weeks vacation each year with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (f) Absence due to any illness or authorized leave of absence will be deemed to be time paid for the purpose of vacation entitlement and pay.
- (g) When an employee has been paid a minimum of fifteen hundred (1500) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (h) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (i) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not been paid over fifteen hundred (1500) hours, he shall only receive four percent (4%),

six percent (6%), or eight percent (8%) as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

- (j) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- (k) If employees do not have the option to receive their vacations during the period May 15<sup>th</sup> to September 1<sup>st</sup> then such employee shall receive an additional one (1) week's vacation with pay.

**18. GENERAL HOLIDAYS**

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he would normally be entitled to, providing the employee works his or her last scheduled shift prior to and after the Holiday and unless other arrangements are approved.

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

- (b) Subject to clause (d) below, if during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall, in addition to their regular holiday pay, receive double their hourly rate for all hours worked during that shift.
- (d) An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Sick Leave or any other authorized leave of absence. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses. Employees laid off within fifteen (15) working days prior to the Holiday or

recalled fifteen (15) working days after a Holiday shall be paid for the Holiday.

- (e) In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular gross earnings of such employee and what he is receiving from the other source for such General Holiday.

**19. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged, he shall be paid in full all monies owing to him within two (2) days after the date of his discharge.

If an employee quits, the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates or terminates from employment for at least seven (7) days for any reason within five (5) days of the last day worked.

**20. SENIORITY**

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every four (4) months, and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability and knowledge to perform the work available and is prepared to perform such work.
- (d) Choice of work week shall be based on seniority and ability and knowledge to perform the work available.
- (e) A probationary period of forty (40) working days shall apply in the case of new employees. Employees laid off shall not be required to work another full probationary period. The probationary period is to be used as a trial and investigation period during which the Employer may

determine the suitability of a probationary employee for regular employee status. A probationary employee may be terminated at any time for failure to satisfy the Employer's standards of suitability for employment, subject to a test of reasonableness under the grievance procedure. Upon completion of the probationary period, the employee's seniority is then recognized from the date of hire.

- (f) Seniority shall be lost if an employee:
- (i) Voluntarily leaves the employ of the Employer; or
  - (ii) Is discharged for cause; or
  - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
  - (iv) If absent without leave for five (5) working days without a legitimate reason; or
  - (v) Is on continuous layoff for six (6) months.

## 21. DAYS AND HOURS OF WORK AND OVERTIME

- (1) (i) With the exception of (a)(ii) below, each employee shall be guaranteed eight (8) hours work each day, provided he commences work at the start of his shift. The work week shall be Monday to Friday inclusive, made up of eight (8) hours each day for a total of forty (40) hours per week. The hours of work shall be 8:00 a.m. to 4:30 p.m. with one-half ( $\frac{1}{2}$ ) hour off for lunch.
- (ii) The hours of work for those employees hired after the date of ratification of this collective agreement may be between 4:30 p.m. and 8:00 a.m., Monday to Friday.
- (iii) Any new employees assigned a graveyard shift, i.e. a shift between 12:00 midnight and 8:00 a.m., shall be paid a premium of twenty-five cents (25¢) per hour worked.
- (b) Any time worked in excess of eight (8) hours per day Monday to Friday inclusive shall be paid as follows.
- First two (2) hours at one and one-half ( $1\frac{1}{2}$ ) times the hourly rate and double (2x) time thereafter on any one day. However, if an employee works more than six (6) hours overtime then every hour thereafter becomes double (2x) time.
- (c) All time worked on Saturday shall be paid at the rate of double time and all time worked on Sunday shall be paid

at the rate of double time, with a minimum of four (4) hours guarantee.

- (d) Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid a minimum of three (3) hours pay at the rate of double (2x) time.
- (e) All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time.
- (f) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those employees concerned who normally perform such work.
- (g) Every employee should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full ten (10) hour break.  
No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.
- (h) All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the Stores or Crib before the end of each shift.
- (i) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he would require a longer washup period to get clean), such employees shall receive a paid five (5) minute wash-up period.
- (j) Overtime is voluntary, refusal of overtime is not a disciplinary matter.

## **22. LUNCH AND REST PERIODS**

- (a) No employee shall be worked longer than four and one-half ( $4\frac{1}{2}$ ) hours without an uninterrupted half ( $\frac{1}{2}$ ) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift, the time

for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1½) hours from the commencement of each half of an employee's work shift. If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

- (c) When employees work two (2) hours overtime the employee shall receive a break of thirty (30) minutes, with pay.

### **23. COMPENSATION COVERAGE**

When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay. Extent of the leave shall not exceed one (1) year except by consent of the Employer and the Union.

### **24. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article 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 the Union, 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 may submit the dispute to the Grievance Procedure as in Article 12 herein.

### **25. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall have access to the work areas of the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being

adhered to, provided he reports to Management before entering the work area and providing that there is no unreasonable interruption of the work schedule.

**26. SANITARY FACILITIES, ETC.**

- (a) The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) The Employer shall provide a secure place for the protection of employees' clothes and personal belongings.
- (c) The Warehouse and Factory shall be adequately heated and ventilated.

**27. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
- (d) If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

**28. BONDING**

There shall be no bonding during the term of this Agreement.

**29. MANAGEMENT**

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this

Agreement, demote and/or discharge for just and reasonable cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations agreed to by the Union.

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.

**30. ARTICLE HEADINGS**

The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

**31. TRANSPORTATION**

No employee shall use his car on Employer business.

**32. MEDICAL EXAMINATIONS**

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee reexamined at the Union's expense.

When a medical examination is required by the Employer, the following conditions shall apply:

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
  - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with 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 Employer appointed physician and the employee's physician on

the condition of the employee, the two (2) 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 upon all parties.
- (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (v) Should the consultant deem the employee to be capable of carrying on his 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.

**33. MAINTENANCE AND SAFETY**

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any equipment that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

**34. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work he shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day.
- (e) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time

employed on such work, and no employee's rate may be reduced below his regular rate.

- (f) All work involved in the taking of inventory shall be performed by bargaining unit employees or Management personnel.

**35. PAID ELECTION TIME OFF**

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

**36. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

**37. TOOLS**

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

**38. LOSS OF BENEFITS**

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits, shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

**39. HEALTH AND WELFARE PLAN**

- (a) Effective December 1<sup>st</sup>, 1991 the Employer shall provide a Health and Welfare Plan covering members of the Union and their eligible dependents employed by the Employer.
- (b) The cost to be shared between the Employer and the employee as specified.
  - (1) Any member of the Union who is in the employ of the Employer on the effective date of the Health and Welfare Plan shall join the Plan from that date.
  - (2) Any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan on the first (1<sup>st</sup>) day of the month immediately following the completion of three (3) months employment.
- (c) The Plan shall provide the following benefits:

- (i) An Extended Health Care Plan coverage.
  - (ii) A Medical Services Plan as provided by the Government of British Columbia.
  - (iii) A Dental Plan.
- (d) The cost of the premiums shall be paid 50% by the Employer and 50% by the employee. Any employee with five (5) years or more service will be covered 100% by the Plan.
- (e) Payroll deductions shall be made once monthly from the first (1<sup>st</sup>) pay period of each month. Coverage shall remain in force for the whole of any month during which the regular deduction has been made from a member's pay whether or not the member remains in the employ of the Employer for the whole of such month.
- (f) The Employer will continue the Plan throughout the duration of this Collective Agreement.

**40. RETROACTIVE PAY**

The Employer agrees that the wage rates shall be paid retroactively to each person from June 14<sup>th</sup>, 2002 for all hours paid subsequent to June 13<sup>th</sup>, 2002.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT \_\_\_\_\_, B.C., this  
day of \_\_\_\_\_, 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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**APPENDIX "A"****RATES PER HOUR**

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE JUNE 14/02</b>	<b>EFFECTIVE JUNE14/03</b>	<b>EFFECTIVE JUNE 14/04</b>	<b>EFFECTIVE JUNE 14/05</b>	<b>EFFECTIVE JUNE 14/06</b>
Warehouseperson and Quality Control	\$14.05	\$14.20	\$14.35	\$14.50	\$14.70
Lead Hand	\$14.45	\$14.60	\$14.75	\$14.90	\$15.10

Junior Warehousepersons shall be paid at a rate which is 70% of the Warehouseperson's rate. The rate would be tiered in 10% increments every four (4) months.

**Signing Bonus**

The Company shall provide a \$500.00 signing bonus payable immediately to all employees who are currently working.

**LETTER OF UNDERSTANDING**

**BETWEEN:**        **HAMILTON & SPILL LTD.**  
#1, 13331 Vulcan Way  
Richmond, British Columbia  
  
(hereinafter referred to as the "EMPLOYER")

**AND:**            **TEAMSTERS LOCAL UNION No. 213**  
490 East Broadway  
Vancouver, British Columbia  
  
(hereinafter referred to as the "UNION")

Where there is a quality control vacancy, the Employer shall give first consideration to bargaining unit employees provided they have, in the opinion of the Employer, the skills and ability necessary to perform the work.

DATED AT \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_