

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ASSOCIATED RESPIRATORY SERVICES INC.  
SERVICES RESPIRATOIRES ASSOCIES INC.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**November 1<sup>st</sup>, 2002 - October 31<sup>st</sup>, 2005**

**DON McGILL  
Secretary-Treasurer**

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SERVICES RESPIRATOIRES ASSOCIES INC.**

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performing work in any job which does not fall into the above exclusions.

- 1.03 All work within the bargaining unit, shall be performed only by employees as prescribed herein, except as follows:
- (a) as a result of urgent deliveries and/or urgent or emergency conditions;
  - (b) for purpose of demonstration and training;
  - (c) when an employee is absent from work for a short period and a suitable bargaining unit employee is not available.

## **2. EXPIRATION OF AGREEMENT**

- 2.01 This Agreement shall be in effect from and including November 1<sup>st</sup>, 2002, to and including October 31<sup>st</sup>, 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 date of October 31<sup>st</sup>, 2005, 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 of the collective agreement, or a new collective agreement.
- 2.02 The Company and the Union mutually agree to exclude the operation of subsections (2) and (3) of Section 50 of the British Columbia Labour Relations Code.
- 2.03 After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement shall be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- 2.04 There shall be no strikes or lockouts during the term of this Agreement.

## **3. UNION SECURITY**

- 3.01 The Union recognizes the right of the Company to hire whoever it chooses. The Company shall contact the Union at the same time as it contacts other sources in order to fill bargaining unit positions and shall give applicants referred by the Union the same consideration as other applicants.
- 3.02 All employees shall be required to be a member in good standing of the Union as a condition of employment with the Company.

**4. DEDUCTION OF DUES AND INITIATION FEES**

- 4.01 All employees shall be required by the Company to sign a form authorizing the Company to deduct from each pay the equivalent of the amount authorized as Union dues, initiation fees, or assessments by the Union. Such authorization shall be irrevocable during the term of this Agreement.
- 4.02 The Union shall on the first (1<sup>st</sup>) day of each month for that month, send in duplicate to the Company, a checkoff statement setting out the names of employees and the amount of dues, initiation fees or assessments they owe to the Union.
- 4.03 The Company shall during the month referred to in clause 4.02, deduct such amounts from the employees listed on the statement, and also from any new employee who started employment that month, an amount equivalent to the Union's dues. The Company shall delete the names of employees who have left the Company and add the names of any new employees, their social insurance number and the dues deducted from them to the statement sent to the Company by the Union.
- 4.04 The Company agrees to remit such deductions by cheque by the tenth (10<sup>th</sup>) of the month following the month in which the deductions are made to the Secretary-Treasurer of the Union, together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.
- 4.05 A Business Representative of the Union shall have reasonable access to the Company payroll records relating to the bargaining unit.

**5. MANAGEMENT FUNCTION**

- 5.01 The Union agrees that the Company has the exclusive right and power to manage the Company's operations, including the right to direct the working forces and to hire, promote, demote and/or discipline or discharge for just cause, layoff employees, assign to jobs, to increase and decrease the working forces, to determine the products to be handled, produced or delivered, the services to be provided, the schedule and methods of production and deliveries, the standard of care to be provided to the Company's clients and the methods of providing such care. The Company further has the right to make reasonable rules and regulations for compliance by employees.

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.

## **6. UNION ACTIVITIES AND LEAVE OF ABSENCE**

6.01 The Company shall allow time off work, without pay, to any employee who is serving on a Union committee for purpose of discussions with the Company or serving as a Union delegate to any conference or function. The Company shall allow time off work with pay up to a maximum of five (5) working days to any person who is serving on the Union negotiating committee for the purpose of discussions with the Company. There shall be no more than one (1) employee in the bargaining unit absent at any one (1) time. No employee who acts within the scope of this paragraph shall lose their job or be discriminated against for so acting.

6.02 An employee who suffers an injury or illness which prevents him/her from reporting to work, shall be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, for the period of such illness or injury. Such leave of absence shall initially be granted for a maximum of six months, at the conclusion of which further leave of absence must be medically verified.

When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident.

6.03 When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Company as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary.

6.04 Any person employed in a classification requiring a driver's licence, who suffers revocation of his/her driver's licence, shall be reclassified to other work if it is available, provided the employee is capable of performing such work, and further provided it shall not result in the bumping of a regular employee in any classification.

If no reclassification is made, the employee shall be granted leave of absence without pay for a maximum period of six months.

Reclassification or leave of absence shall only be granted provided the employee is not discharged for just cause and the reclassification or leave of absence does not preclude the imposition of lesser discipline.

The employee may take advantage of this section only once while in the employ of the Company, and during such leave the employee shall retain and accrue seniority.

6.05 An employee who has completed the probationary period shall be entitled to bereavement leave as follows:

- a) in the case of the death of an employee's spouse or child a maximum of five (5) consecutive days leave without loss of regular pay.
- b) in the case of the death of an employee's father, mother, step-parents, grandparents, brother, sister, mother-in-law, father-in-law a maximum of three (3) consecutive days leave without loss of regular pay.

In both a) and b) above one of the days shall be the day of the funeral.

Upon giving at least twenty-four (24) hours written notice, the Company may grant the employee a leave of absence without pay for the purpose of attending a funeral, provided the granting of such time off shall not hinder the efficient operation of the business.

6.06 Employees who are required to serve on a jury shall be granted a leave of absence for this purpose. Employees shall continue to receive their regular rate of pay during the period of time they may be required to serve on a jury, provided that the employee concerned deposits with the Company any pay received for such jury duty and provided that the employee makes him/her self available for work before or after being required for such jury duty whenever practicable.

Any employee covered by this agreement who may be required to attend any commission, court or tribunal hearing to give evidence on behalf of the Company in any proceeding whether criminal or civil shall be compensated at his/her regular hourly rate for all time spent.

6.07 When any employee hereunder is either elected or appointed to a full time job with the Union, he/she shall be granted leave of absence for a period of up to one (1) year.

6.08 If an employee desires a leave of absence for reasons other than those referred to above, he/she must apply in writing thirty (30) days in advance to obtain permission for the same from the Company. Such leave of absence shall not exceed two (2) months and shall not be unreasonably denied based on the operational requirements of the Company. An employee may request such leaves once every three (3) years.

#### 6.09 **Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (i) the care, health, or education of a child in the employee's care; or

- (ii) the care or health of any other member of the employee's immediate family.

#### 6.10 Pregnancy Leave

- (a) A pregnant employee who requests leave under this Article is entitled to up to seventeen (17) weeks of unpaid leave:
  - (i) beginning
    - (1) no earlier than 11 weeks before the expected birth date, and
    - (2) no later than the actual birth date, and
  - (ii) ending
    - (1) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
    - (2) no later than 17 weeks after the actual birth date.
- (b) An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- (d) A request for leave must
  - (i) be given in writing to the employer,
  - (ii) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - (iii) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (c).

- (e) A request for a shorter period under subsection (a)(ii)(1) must
  - (i) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
  - (ii) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## 6.11

**Parental Leave**

- (a) An employee who requests parental leave under this Article is entitled to:
  - (i) for a birth mother who takes leave under Article 6:10 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 6:10 unless the employer and the employee agree otherwise.
  - (ii) for a birth mother who does not take leave under Article 6:10 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
  - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
  - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- (c) A request for leave must:
  - (i) be given in writing to the employer,
  - (ii) if the request is for leave under subsection (a)(i) or (ii), be

given to the employer at least four (4) weeks before the employee proposes to begin leave, and

(iii) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(d) An employee's combined entitlement to leave under Article 6:10 and this Article is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Article 6:10(c) or subsection (b) of this Article.

6.12 Employment deemed continuous while employee is on jury duty or on family responsibility, bereavement, pregnancy or parental leave.

(a) The services of an employee who is on leave under this Article or is attending court as a juror are deemed to be continuous for the purposes of:

(i) calculating annual vacation entitlement and severance pay; and

(ii) any pension, medical or other plan beneficial to the employee.

(b) In the following circumstances, the employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:

(i) if the employer pays the total cost of the plan;

(ii) if both the employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.

(3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror had not been required.

(d) Subsection (a) does not apply if the employee has, without the employer's consent, taken a longer leave than is allowed under this Article.

6.13 When an employee returns from a leave of absence, he/she shall return to the classification and shift he/she held before taking the leave.

## **7. SHOP STEWARDS**

- 7.01 There shall be up to two (2) Shop Stewards appointed, if the Union so wishes, to see whether the members of the Union and the Company live up to the provisions of this Agreement, and to report any infractions of such provisions to his/her Manager. Such Shop Stewards shall be appointed by the Union. There shall be no discrimination against the Shop Steward for lawful Union activities.
- 7.02 The Shop Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Stewards shall report to the Union Officers any violation of this Agreement.
- 7.03 The Company shall be informed, in writing, of the names of the Shop Stewards and the effective date of their appointment.
- 7.04 The Shop Stewards shall continue to perform their regular work in order to maintain efficiency of the operations. Shop Stewards and/or employees shall be allowed to take up grievances with the appropriate Company representative during his/her regular working hours without loss of pay at a mutually agreeable time with authorization of his/her Supervisor(s).

## **8. WORK CLOTHES**

- 8.01 All employees are required to wear appropriate personal protective equipment at all times during their work shifts. Where required, the Company shall provide free of charge, the following:
- (a) a hard hat of a suitable type;
  - (b) gloves of a suitable type;
  - (c) safety glasses and face shields;
  - (d) hearing protection.
- 8.02 The care of personal protective equipment, including fire-retardant uniforms, furnished by the Company for use by an individual employee only shall be the responsibility of that employee. Damage or loss through the employee's carelessness may be subject to disciplinary action.
- 8.03 Upon successful completion of the ninety (90) day probationary period, the Company shall issue the following:
- (a) four sets of shirts and pants for employees who work more than 22.5 hours per week. The uniforms will be replaced by the Company when they are shown to be reasonably worn out.

Employees who work less than 22.5 hours per week shall receive two (2) sets of shirts and pants which will be replaced by the Company when they are shown to be reasonably worn out.

- (b) mechanic coveralls shall be provided for the purpose of pre-trip inspections.
- (c) one all season jacket every two years.
- (d) one set of rainwear every two years as requested.

Probationary employees shall be issued coveralls until they become eligible for shirts and pants as outlined in (a) above.

8.04 The Company agrees that if any employee is required to wear any kind of uniform as a condition of his/her continued employment, such uniform shall be furnished and maintained by the Company, free of charge, at the standard required by the Company.

8.05 The Company shall provide one pair of work boots per year, as required, to a maximum subsidy of \$220.00. Effective November 1<sup>st</sup>, 2004, the maximum subsidy shall increase to \$230.00.

New employees shall be entitled to retroactively receive the Company's subsidy as noted above after they have successfully completed their probationary period if they continue to remain in the employ of the Company.

Proof of requirement must be verified in order to receive a second pair.

8.06 The Company shall supply any safety equipment as required by the Workers' Compensation Board without charge.

## **9. UNION NOTICES**

9.01 The Company agrees to provide a notice board that is readily accessible for notices of direct interest to the employees. Such notices shall be posted only by the Shop Steward.

The following items must be posted on said notice board:

- (a) A copy of this Agreement;
- (b) A valid seniority list to be revised every six (6) months;
- (c) Copies of the Welfare Plan eligibility and effective dates;
- (d) A copy of the Company's Pension Plan and eligibility requirements.

**10. CONFLICTING AGREEMENT**

10.01 The Company agrees not to enter into any agreement or contract with the 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. Any such agreement shall be null and void.

**11. PROTECTION OF RIGHTS**

11.01 It shall not be a violation of this Agreement and it shall not be cause for discharge or discipline if any employee or employees refuse to go through the legal picket line of a Union, nor shall it be a violation of this Agreement to refuse to handle or accept products or services from any Company where a legal picket line or lockout exists.

The rights and obligations of this provision may be subject to an essential service arrangement that has been agreed to by the Company and the Union and/or an order of the BCLRB.

**12. TRANSFER OF TITLE OR INTEREST**

12.01 The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof.

12.02 The Company shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment.

**13. SUB-CONTRACTING**

13.01 The Company agrees that it shall not sub-contract out any work which will result in the lay-off of any employees in the bargaining unit or which will reduce the numerical number of employees from those employed prior to the sub-contracting out of such work.

**14. GRIEVANCE PROCEDURE**

14.01 Any complaint or disagreement between the Company and the Union or the employees covered by this Agreement, which concerns the interpretation, application, or alleged violation of the provisions of this Agreement shall be considered a grievance. Such complaint or disagreement shall be dealt with in accordance with the following procedures:

- 14.02 **Stage One**  
The employee(s) concerned, with or without the Shop Steward, may raise the matter with the Manager within fifteen (15) working days of the occurrence of the event giving rise to the grievance. The Manager shall provide a response within six (6) working days.
- 14.03 **Stage Two**  
If the matter is not resolved under Stage One, the Union may, within ten (10) working days, file with the Manager a written grievance. A Company representative, the employee(s) involved and the Union business representative shall meet to discuss the matter. The Employer shall provide a response in writing within five (5) working days of such meeting.
- A Company grievance or a Union policy grievance may be brought directly under Stage Two.
- 14.04 If no resolution is reached under Stage Two, either party may refer the matter to arbitration pursuant to Article 14.05.
- 14.05 **Arbitration:** In the event that a grievance is referred to arbitration, the parties shall endeavour to agree on a single arbitrator as soon as possible, but in any case within three (3) weeks.
- Such arbitrator will be encouraged to hold the hearing and issue a decision as expeditiously as possible.
- The costs and expenses of the arbitrator shall be borne equally by the parties. Each party shall otherwise be responsible for its own costs.
- The arbitrator shall have the authority set forth in the Labour Relations Code of B.C. R.S.B.C. 1996, C.244 as amended or substituted, and other applicable legislation.
- 15. DISCIPLINE AND DISCHARGE**
- 15.01 No employee covered by this Agreement shall be disciplined or discharged without just cause.
- 15.02 Any discharged or suspended employee, within seventy-two (72) hours of his/her discharge or suspensions, shall be given by the Company, in writing, the reasons for his/her discharge or suspension, with a copy to be sent to the Union.
- 15.03 If any disciplinary statement is to be put into an employee's personnel file, a copy of same shall be given to the employee with a copy to the Union within

thirty (30) days of the event giving rise to the statement. In such cases, eighteen (18) months from the date of occurrence such statement shall be deleted from the employee's file if no other disciplinary statements are issued of a similar nature.

**16. TECHNOLOGICAL OR PROCEDURE CHANGES**

16.01 In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give first opportunity to impacted employees to operate this equipment, provided it has been identified that through training, the applicant can meet these requirements.

**17. SEVERANCE**

17.01 When the employment of an employee is permanently terminated by the Company due to a loss of business by the Company, or due to technological changes, or due to closure of the whole or any part of the operation, such employee, provided he/she has been in the employ of the Company for a minimum of one (1) year shall receive two (2) weeks pay for the first year of service and an additional week's pay for each subsequent year of service up to a maximum of twelve (12) weeks pay.

**18. COMMUNICATION MEETINGS**

18.01 On the request of either Party, Company representatives and employee representatives shall meet at least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

**19. JOB POSTING**

19.01 In the event that a position in the bargaining unit becomes vacant, the Company shall post a notice on the Notice Board advising that a vacancy exists in a particular job, giving the details of the job, rates of pay, shift hours, etc. Employees desiring such job may apply, in writing, within five (5) days of such posting, not including Saturday or Sunday. Employees on vacation may apply on their return to work.

When filling job vacancies within the bargaining unit the Company shall award the position to the applicant with the ability and qualifications to perform the job. Where these factors are relatively equal, seniority shall govern the selection.

The Shop Steward shall be given a copy of the notice referred to above. The Company shall post the name of the successful applicant as soon as the decision is made.

19.02 When any employee is promoted to another job as herein set out, he/she shall be given a reasonable period of trial of up to sixty (60) days and if after such period is unable to perform the job properly, or the employee finds the job unsatisfactory, the employee shall revert back to his/her former job and rate of pay without any loss of seniority. Any other employees who have changed positions due to this posting shall revert to their former positions prior to the posting.

**20. PAY DAY AND PAY STATEMENTS**

20.01 All employees covered by this Agreement shall be paid on the fifteenth (15<sup>th</sup>) day of the month and the last day of the month. Overtime payments shall be paid on each pay period for overtime worked between the previous cut off date and the current cut off date.

20.02 The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

20.03 Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than five (5) working days from the date the Manager is notified in writing of the error.

20.04 The Company shall record on each employee's T-4 slip, the total union dues deducted and submitted on behalf of that employee.

**21. ANNUAL VACATIONS**

21.01 Employees shall be entitled to vacations with pay as set out below:

(a) An employee with less than one (1) year continuous service shall be entitled to one (1) day's vacation with pay for each calendar month up to a maximum of ten (10) working days.

(b) An employee with one (1) year or more of continuous service shall be entitled to three (3) weeks vacation.

(c) An employee with five (5) years or more of continuous service shall be

entitled to four (4) weeks vacation.

(d) An employee with fifteen (15) years or more of continuous service shall be entitled to five (5) weeks vacation.

21.02 An employee with ten (10) years of continuous service shall receive one (1) bonus week of vacation to be taken during his/her eleventh (11<sup>th</sup>) year of service and shall revert to his/her original vacation allocation of four (4) weeks in subsequent years.

21.03 A week of vacation is based on an employee's regular hours in their regular work week.

21.04 An employee may carry forward to a succeeding year one (1) full week of his/her current year's vacation.

21.05 Pay for each week of vacation shall be computed on the basis of two percent (2%) of the gross wages earned by the employee during the year preceding the year in which the vacation is taken.

21.06 On termination of employment, an employee shall receive vacation pay, determined as mentioned above, for vacations earned but not taken.

21.07 No later than February 1<sup>st</sup> of each year the Employer shall post a schedule on the Bulletin Board and each employee shall apply for his/her vacations on such list at a time same is desired and such request must be completed by March 1<sup>st</sup> of each year. Before March 15<sup>th</sup> of each year the Employer shall prepare and post the vacation schedule in accordance with the employee's preference and seniority and the plant requirements. The Company shall allow two (2) employees, one only from a job classification, off on vacation in any one week.

Employees eligible for two (2) weeks or more vacation, may book two (2) consecutive weeks between June and September inclusive and upon the availability and with the approval of the Company, shall have the option for an additional week.

If an employee fails to schedule his/her request by March 1<sup>st</sup>, the employee shall forfeit his/her seniority rights for the purpose of scheduling his/her vacation.

Employees shall be able to book vacations during the Christmas Holidays in accordance with seniority and plant requirements.

21.08 Absence due to illness or accident shall be deemed to be time paid for the

purpose of vacation entitlement.

Absence due to authorized leave of absence to a maximum of two (2) months shall be deemed to be time paid for the purpose of vacation entitlement.

## **22. GENERAL HOLIDAYS**

22.01 It is agreed that all employees shall be entitled to the following General Holidays with pay, regardless of the day on which they fall (i.e. an extra day's pay if it falls on a non-working day).

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

22.02 All employees with at least one (1) year's continuous service shall be entitled to a Floating Holiday with pay in each calendar year. Scheduling of the Floating Holiday shall be by mutual agreement.

There shall be no payout for an unused Floating Holiday.

22.03 General Holiday pay shall be computed by multiplying the employee's regular straight time hourly rate by the number of hours in the employee's regular work day.

22.04 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 one and one-half times (1.5x) their hourly rate for the first eight (8) hours worked during that shift and two times (2x) their hourly rate thereafter, but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.

Appropriate overtime rates shall apply when required.

22.05 It is agreed that the General Holiday shall take place on the date specified as the legal holiday by the Federal or Provincial Government.

22.06 In the event that a General Holiday falls within an employee's vacation period, he/she shall be granted an extra day's holiday with pay.

22.07 The Company agrees that if during the life of this Agreement, either the Federal or the Provincial Government declares or proclaims as General Holidays any other day than those listed herein, the employees shall receive such day off with pay.

**23. SENIORITY**

23.01 An employee shall be considered on probation until after he/she has worked ninety (90) days with the Company. Upon successful completion of probation, the employee's name shall be placed on the seniority list with seniority dating from the date he/she commenced employment within the bargaining unit. It is understood that probationary employees may be dismissed by the Company for reasons less serious than might justify the dismissal of an employee who has acquired seniority.

23.02 In the event of a work shortage, for the purpose of lay-offs and recalling those to work who have been laid off, Bargaining Unit seniority shall apply where any employee has the ability and efficiency to perform any job within the bargaining unit to which his/her seniority would entitle him/her. In the event of a job opening arising while a laid-off employee maintains recall rights the Company shall inform the employee of the opening by telephone and/or registered mail to the last address or telephone number recorded with the Company, and the employee may then apply for the position. If the employee does not apply for the position as outlined in Clause 18.01 within forty-eight (48) hours of receipt of the notice, the employee shall not be eligible for consideration for the position in question.

23.03 When an employee is transferred to a position outside the bargaining unit and within one (1) year of the transfer returns to a position in the bargaining unit, the time worked by such employee outside the unit shall not be counted and accrued for the purposes of determining his/her seniority regarding lay-offs, recalls and promotions. However, his/her previous bargaining unit seniority shall apply.

If the employee does not return to the bargaining unit within the twelve (12) month trial period, the employee shall lose all bargaining unit seniority.

23.04 When training is required within a classification, it shall be given on the basis of seniority, provided the employee has the skills and ability to do the job concerned.

23.05 The seniority list shall be brought up to date every six (6) months and a copy shall be forwarded to the Union and a copy posted on the Notice Board.

23.06 A person shall lose all seniority if he/she:

- (a) voluntarily quits the Company; or
- (b) is discharged and the discharge is not reversed through the Grievance Procedure; or
- (c) fails to report for work within three (3) working days, after being notified by the Company by registered mail to the last address recorded with the Company following lay off; or
- (d) is absent for three (3) consecutive working days without notification to the Company, except where the ability to notify the Company is beyond the control of the employee; or
- (e) is absent due to lay off for more than 12 months; or
- (f) fails to return to work upon the termination of an authorized leave of absence or vacations, except where such failure is beyond the control of the employee or with the consent of the Company.

23.07 It shall be the duty of employees to notify the Company promptly of any change of address or telephone number. If an employee fails to do this, the Company shall not be responsible for failure to contact such employee.

23.08 In the event of a lay-off of more than five (5) working days, the Company shall give individual or general notice, as the case may require, of not less than two (2) working days, or pay at the regular hourly rate in lieu thereof, in advance of the effective date of such lay-off, to such employee or employees. Provided, however, that no such notice or such pay shall be required in the event of a lay-off arising from circumstances, such as power failure, plant damage due to storm, etc., or any Act of God, beyond the control of the Company.

## **24. DAYS AND HOURS OF WORK AND OVERTIME**

24.01 The work week shall be Monday through Saturday inclusive and shall consist of the following day shifts:

- (i) Distribution Supervisor
  - 5 days per week
  - 7½ working hours per day including one fifteen minute paid break in each half of the shift plus a one-half (½) hour unpaid lunch break.
  - The shift shall be established between the hours of 0600 and 1900.

- (ii) Driver, Transfiller, Warehouse, Technician
  - 5 days per week
  - 7½ working hours per day including one fifteen minute paid break in each half of all shifts plus a one-half (½) hour unpaid lunch break.
  - The shift shall be established between the hours of 0600 and 1730.
  
- (iii) Driver
  - 4 days per week
  - 3 days at 9½ working hours per day including one fifteen minute paid break in each half of all shifts plus a one-half (½) hour unpaid lunch break.
  - 1 day at 9 working hours per day including one fifteen minute paid break in each half of all shifts plus a one-half (½) hour unpaid lunch break.
  - The shift and days worked shall be mutually established; the shift shall be between the hours of 0600 and 1800.
  
- (iv) Driver
  - 3 days per week
  - 13 working hours per day including two one-half (½) hour paid breaks.
  - The shift and days worked shall be mutually established; the shifts shall be between the hours of 0600 and 1900.

Employees cannot work more than five (5) hours without taking a break.

If the Company alters the start time or scheduled work days of a day shift the Company shall provide the employee with three (3) weeks written notice.

- 24.02 The Company agrees to negotiate shift premiums, hours of work and rotations with the Union if the Company chooses to implement any shifts other than the present day shifts listed in 24.01.
  
- 24.03 If the Employer permits the employee to leave early, the employee who reports for work at the start of the work day shall be guaranteed full pay for the balance of the work day with the exception of sick time which will be deducted if the employee has used all his/her benefits.
  
- 24.04 Overtime work is defined as authorized work performed in excess of an employee's normal shift or on an employee's day off as set out in Article 24.01.

All overtime shall be paid at one and one-half times (1.5x) the regular hourly rate for the first three (3) hours and double time (2x) thereafter upon the completion of the normal shift.

On a scheduled day off, overtime shall be paid at one and one-half times (1.5x) the regular hourly rate and upon completion of forty-five (45) hours in a work week any time worked thereafter shall be paid at double time (2x).

All overtime shall be voluntary.

The employee shall notify the Company of his/her availability to work overtime at the beginning of his/her scheduled shift.

24.05 An employee who is not scheduled to be on call and is recalled to work after completing his/her scheduled shift or on a scheduled day off shall be paid at the appropriate overtime rate for all hours worked up to the commencement of his/her regularly scheduled working hours. If it is an employee's scheduled day off and he/she is recalled to work, in no case shall he/she receive less than the equivalent of four (4) hours pay at his/her regular hourly rate.

24.06 When employees are advised to report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do.

24.07 The Company agrees that if it becomes necessary to work scheduled overtime, such scheduled overtime shall be distributed as equally as possible amongst those employees who normally perform such work.

Refusal to work overtime shall be considered overtime worked for the purpose of determining equal distribution.

24.08 After an employee has worked two and one-half (2.5) hours or more of overtime in a day, the Company shall see that each employee receives a meal or rest break of thirty (30) minutes without pay and a meal reimbursement of up to thirteen dollars (\$13.00). Claims for meal expenses shall be submitted on a Company Expense Form with the receipt attached.

24.09 Any meeting held after working hours shall be at the employee's discretion, unless the Company classifies it as time worked and pays for same at the appropriate overtime rate.

24.10 If an employee reports for work at the commencement of his/her regular shift without previous notification not to do so, he/she shall be paid for the equivalent of four (4) hours work at his/her regular rate, provided, if

requested by the Company, the employee shall perform such work to which he/she may be assigned.

## **25. ON CALL**

25.01 The employees agree to participate in the on-call rotation as the second on-call. Unless mutually agreed otherwise, employees cannot be required to be first on-call.

25.02 The on-call rotation shall be posted eight (8) weeks in advance. An employee who is scheduled to be on call and is recalled to work shall be paid at the appropriate overtime rate for all hours worked up to the commencement of his/her regularly scheduled working hours. If it is an employee's scheduled day off and he/she is called out to work, he/she shall receive the appropriate overtime rate for the hours worked during each call out but in no case shall he/she receive less than the equivalent of four (4) hours pay at his/her regular hourly rate for that day.

## **26. BANKING OF OVERTIME**

26.01 Employees shall have the right to bank overtime. The employee may request his/her overtime in time off. Such time off shall be taken consistent with the efficient operation of the business.

26.02 Where an employee desires to bank his/her overtime he/she shall request in writing indicating this, which shall be binding for the duration of each calendar year. An employee shall give at least ten (10) days written notice when desiring to take banked overtime off. Once approved by the Company, changes may be made by mutual agreement.

26.03 Overtime which is banked shall be credited in terms of hours, and when taken as time off, shall be paid out at the same hourly rate as banked. Unused banked overtime shall be paid out in total on the last pay of each fiscal year, or by mutual agreement at any other time. When an employee leaves the Company, all banked hours shall be paid out in total.

Example for banked hours:

2 hours at 1.5x = 3 hours banked;  
2 hours at 2x = 4 hours banked.

26.04 The Company shall keep a record of each employee's banked overtime which shall be available for perusal by the employee.

**27. COMPENSATION COVERAGE**

27.01 When an employee is injured at work and goes on Compensation, he/she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his/her previous job and rate of pay. If the employee is unable to do the job he/she held at the time of injury, or the job no longer exists, the Company shall try to place the employee in a job which said employee can do at the wage rate assigned to the appropriate job classification. If this is impractical, then the employee shall be entitled to severance pay as per Article 16.

**28. SEPARATION OF EMPLOYMENT**

28.01 When any employee is discharged for cause he/she shall receive his/her pay and any other monies he/she is entitled to within forty-eight (48) hours after the Company terminates his/her employment. When an employee terminates his/her services he/she shall receive his/her pay and any other monies he/she is entitled to within six (6) days of his/her termination.

**29. INSPECTION PRIVILEGES**

29.01 Authorized Agents of the Union shall have reasonable access to the Company's establishments during working hours. The Union shall give reasonable notice to the Company of any attendance at the work site.

**30. SANITARY FACILITIES**

30.01 The Company agrees to maintain clean, sanitary washrooms, having running water and with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in those facilities.

**31. SAVINGS CLAUSE**

31.01 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.

31.02 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 shall submit the dispute to the procedure as outlined in Article 14 herein.

## **32. BONDING**

- 32.01 If the Company requires any employee to be bonded, the Company shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Company.

## **33. SAFETY AND HEALTH**

- 33.01 The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

- 33.02 The Union shall co-operate with the Company in encouraging employees to observe any safety and health regulations which may be prescribed by the Company and to work in a safe manner.

- 33.03 If required, there shall be First-Aid facilities and a qualified First-Aid attendant, holding an Industrial First-Aid certificate, in accordance with the regulations issued by the Workers' Compensation Board. The First-Aid attendant shall receive forty-five cents (45¢) per hour, in addition to his/her regular hourly rate if it is a bargaining unit member.

- 33.04 Refusal of Unsafe Work - Procedure for Refusal

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (3) A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or

operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of

- (a) a worker member of the joint committee,
- (b) a worker who is selected by a trade union representing the worker, or
- (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

33.05 Regular monthly safety meetings shall be held.

#### **34. TRUCK MAINTENANCE AND SAFETY**

34.01 It is to the mutual advantage of both the Company and the employees that employees should not operate vehicles which are not in safe operating condition.

34.02 The Company therefore agrees to maintain vehicles in safe operating condition and equipped with the safety appliances required by law. No employee shall be required to take out on the streets or highways any vehicle that is in unsafe operating condition or not equipped with the safety appliances prescribed by law.

34.03 It is the responsibility of the employee to report any safety or mechanical defects in equipment, and it shall be the responsibility of the Company to have the necessary repairs made to conform with the safe operation of the equipment. When a driver reports a defect in equipment on the repair report, he/she must tag or mark the vehicle involved in such a manner so that other employees shall notice the defective equipment. It shall be the Company's responsibility to supply such tags or other marking devices. A copy of the repair report shall be left in the truck for the outgoing driver, who shall remove the defective equipment tag. Failure to report any known safety or mechanical defects in equipment may result in disciplinary action.

34.04 Wherever reasonably possible, vehicles shall have installed steps or devices to allow reasonable access to the body.

34.05 The Company shall pay an employee at his/her regular hourly rate for necessary time lost for the purpose of completing a driver's test for renewal of his/her license or for undergoing a medical examination in connection therewith. This applies only to employees who drive a vehicle at any time for the Company.

The above shall be scheduled during working hours at a mutually agreed upon time.

34.06 If a driver is fined for operating a vehicle in excess of the legal load limits, the Company shall pay such fines if it was beyond the driver's control.

### **35. WELFARE PLAN AND SICK DAYS**

35.01 The Company shall provide the following benefits to employees who regularly work a minimum of thirty (30) hours per week and who have completed any applicable qualifying periods.

- (i) Medical
- (ii) Dental Plan
- (iii) Extended Health with prepaid prescriptions
- (iv) Vision Care
- (v) Short Term and Long Term Disability
- (vi) Life Insurance.

The Company shall pay \_ of the premiums on behalf of each employee.

35.02 Each employee shall be entitled to six (6) days of sick leave with pay per calendar year.

Sick leave entitlement shall be accumulated on the basis of one-half ( $\frac{1}{2}$ ) day per month.

### **36. MEDICAL EXAMINATIONS**

36.01 Should the Company require an employee to undergo a medical examination, other than the pre-employment examination, the Company shall pay the cost of that medical examination and the employee shall be paid for the time involved at his/her regular rate. The exams shall be scheduled during the employee's regular work hours.

### **37. TRANSPORTATION**

37.01 No employee shall use his/her personal vehicle on Company business.

**38. ARTICLE HEADINGS**

38.01 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.

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

39.01 The classifications and wage rates for the effective period of this Agreement shall be those as attached hereto in Appendix "A".

39.02 Any change in hourly wages shall be effective from the beginning of the nearest pay period.

39.03 In the event that a new job classification is introduced within the bargaining unit, the Company shall establish the wage rate for such new classification and shall advise the Union. In the event that the work done in any job classification changes and warrants a change in the wage rate, the Company shall make such change and advise the Union. The new or changed rate shall remain in force unless challenged by the Union in writing within thirty (30) days of notification. In the event of a challenge, the Company and the Union shall meet to negotiate the wage rate. If no agreement can be reached, the matter may be referred to Arbitration. In establishing any new rate, the Arbitration Board shall be guided by the relationship of the job under review to similar or comparable job classifications and their rate structure under this Agreement or in other comparable jobs.

39.04 Employees performing work in a higher rated classification, for a minimum of four (4) hours, shall receive the higher rate of pay for all such time work in the higher classification. Any employee who is required by the Company to temporarily perform work of a lower rated classification shall not receive a reduction in wages.

Temporary assignments shall be offered to qualified employees in order of seniority.

When training is given to an employee and such training includes temporarily assigning that employee to perform in a classification which is normally occupied by another employee, that other employee shall not be assigned to another classification unless by mutual agreement.

**40. PENSION PLAN**

40.01 It is agreed that the terms and conditions of the Company Pension Plan shall

continue to apply during the term of this Agreement.

**41. UNION LABEL**

41.01 It shall not be a violation of this Agreement for an employee to affix the Teamsters Union Label (approx. 3" in size) to the driver's side window on the primary vehicle he/she is operating.

**42. EXPENSES**

42.01 Employees required to stay away from home overnight shall stay at corporate designated hotels and receive a meal allowance of a maximum of \$34.00 per day. Hotel expenses shall be reimbursed with the submission of receipts on the Company Expense Form; meal allowances must be claimed on this same form.

Employees required to stay away overnight and requiring partial meal allowances for travel days shall be reimbursed as follows:

Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	\$16.00

The employee shall submit receipts on the Company Expense Form to claim such expenses.

**43. RETROACTIVE PAY**

43.01 The Company agrees that the wage rate and benefits effective as of November 1<sup>st</sup>, 2002 shall be paid retroactively to each employee from that date for all hours paid subsequent to October 31<sup>st</sup>, 2002.

**44. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND**

44.01 The Company shall make a contribution of \$500.00 per year on November 1<sup>st</sup>, 2002, November 1<sup>st</sup>, 2003 and November 1<sup>st</sup>, 2004. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of 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 Vancouver, British Columbia, this                    day of                    ,2003.

ON BEHALF OF THE COMPANY

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ON BEHALF OF THE UNION

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

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE NOV 1/02</b>	<b>EFFECTIVE NOV 1/03</b>	<b>EFFECTIVE NOV 1/04</b>
Distribution Supervisor	\$19.57	\$20.06	\$20.56
Driver	\$18.23	\$18.69	\$19.16
Transfiller	\$16.94	\$17.36	\$17.79
Warehouse	\$15.91	\$16.31	\$16.72
Technician (with biomed qualifications)	\$18.49	\$18.95	\$19.42

Progressive wage rates for new employees shall be as follows:

Start rate - 75% of maximum  
After ninety (90) days - 85% of maximum  
After six (6) months - 100% of maximum

Employees shall participate in the Company Profit Sharing Plan in accordance with the Corporate guidelines. The terms and application of the Company Profit Sharing Plan shall not be subject to the Grievance Procedure.

Employees shall receive a lump sum payment of two hundred and fifty dollars (\$250.00) in the first pay period of November, 2004.

**APPENDIX "A"****PART TIME EMPLOYEES**

A part time employee is one who works less than full time hours. The part time employee may have a set schedule and additional call-in hours. The Company shall employ a maximum of two (2) part time employees at any one (1) time.

The collective agreement applies to part time employees except as follows:

- 6.04 Does not apply to part time employees.
- 6.05 Part time employees shall be entitled to one (1) day off with pay to attend the funeral of the employee's spouse, child, father, mother, step-parents, grandparents, brother, sister, mother-in-law, or father-in-law, if scheduled to work the day of the funeral.
- 6.06 Does not apply to part time employees.
- 8.03 Upon successful completion of the ninety (90) day probationary period, a part time employee shall receive a prorated number of shirts and pants based on the percent of time worked.
- 8.05 New part time employees shall be entitled to retroactively receive the Company's subsidy of \$190.00 for one (1) pair of work boots after they have successfully completed the ninety (90) day probationary period and have worked a total of four hundred and eighty-seven (487) hours.
- 17.01 When the employment of a part time employee is permanently terminated by the Company due to a loss of business by the Company, or due to technological changes, or due to closure of the whole or any part of the operation, such part time employee, provided he/she has been in the employ of the Company for a minimum of one thousand nine hundred and fifty (1,950) hours shall receive two (2) weeks pay based on the average weekly pay from the preceding one thousand nine hundred and fifty (1,950) hours and an additional week's pay for every one thousand nine hundred and fifty (1,950) hours worked up to a maximum of six (6) weeks.
- 21.01 Part time employees who have less than one thousand nine hundred and fifty (1,950) hours shall be entitled to vacation pay of four percent (4%) of their regular wages per annum which is paid each pay period.

Part time employees with one thousand nine hundred and fifty (1,950) hours or more of continuous service shall be entitled to vacation pay of six percent (6%) of their regular wages per annum which is paid each pay period.

Part time employees with nine thousand seven hundred and fifty (9,750) hours or more of continuous service shall be entitled to vacation pay of eight percent (8%) of their regular wages per annum which is paid each pay period.

Part time employees with twenty-nine thousand two hundred and fifty (29,250) hours of more of continuous service shall be entitled to vacation pay of ten percent (10%) of their regular wages per annum which is paid each pay period.

Vacation time off shall be granted as an authorized leave of absence without pay and shall be secondary to vacation scheduling of full time employees.

When a part-time employee becomes full-time, he/she shall be credited with his/her time worked as a part-time employee for the purpose of establishing vacation entitlement and pay based on one thousand nine hundred and fifty (1,950) hours equalling one (1) year of employment.

21.02 Does not apply to part time employees.

21.03 Does not apply to part time employees.

21.04 Does not apply to part time employees.

21.05 Does not apply to part time employees.

22.01 If a part time employee has been employed by the Company for a minimum of thirty (30) calendar days and has worked fifteen (15) of the thirty (30) days prior to the General Holiday, his/her entitlement is based on a regular day's pay, excluding overtime, if he/she works an irregular shift. Part time employees who have worked less than fifteen (15) of the thirty (30) days prior to the General Holiday shall receive a prorated entitlement.

If the part time employee works on a General Holiday, he/she shall be paid the appropriate overtime rate.

22.02 Does not apply to part time employees.

23.01 A part time employee shall be considered on probation until after he/she has worked four hundred and eighty-seven (487) hours with the Company. Upon successful completion of probation, the part time employee's name shall be

placed on the seniority list and seniority shall be based on the number of hours worked dating from the date he/she commenced employment within the bargaining unit. It is understood that probationary part time employees may be dismissed by the Company for reasons less serious than might justify the dismissal of a part time employee who has acquired seniority.

Part time employees shall be credited in terms of years based on one thousand nine hundred and fifty (1,950) hours equalling one (1) year of employment when a part time employee becomes full time.

- 23.02 Part time employees shall be laid off before any full time employees regardless of length of service.
- 24.04 Overtime work is defined as authorized work performed as follows:
- (a) after the completion of a shift as referenced in 24.01;
  - (b) on a scheduled day off when he/she has worked the equivalent of a full time work week (37½ hours), excluding overtime.
- 24.05 The first sentence does not apply to part time employees.
- 24.07 Does not apply to part time employees.
- 25.01 On Call  
Part time employees shall participate in the On Call rotation as mutually agreed.
- 25.02 A part time employee who is scheduled to be on call and is recalled to work shall be paid at the regular hourly rate or the appropriate overtime rate as defined in 24.04 of the collective agreement.
- 26.00 Part time employees shall be paid for all approved overtime and shall not be permitted to bank overtime.
- 35.01 Part time employees who work less than thirty (30) hours per week and do not qualify for the benefits package will be given an additional three percent (3%) differential on their regular hourly wage rate.
- 35.02 Does not apply to part time employees.

**APPENDIX "B"**

**CRUISE SERVICES**

VitalAire is responsible for providing products and services for respiratory clients taking cruise vacations.

It is understood that the bargaining unit member providing such services shall have a flexible work schedule in accordance with the mandatory timeframes established for loading and unloading stipulated by the appropriate agencies.

Full time employees cannot be required to service cruise ships except on a voluntary basis.



**LETTER OF UNDERSTANDING No. 2**

**BETWEEN:**        **ASSOCIATED RESPIRATORY SERVICES INC.**  
                         **SERVICES RESPIRATOIRES ASSOCIES INC.**  
                         #201, 9087B 198th Street,  
                         Langley, B.C. V1M 3B1

(hereinafter referred to as the "Company")

**AND:**              **TEAMSTERS LOCAL UNION No. 213,**  
                         affiliated with the International  
                         Brotherhood of Teamsters of the  
                         City of Vancouver, Province of  
                         British Columbia;

(hereinafter referred to as the "Union")

**Re: Employment Standards Act (the "ESA")**

To ensure clarity of the application of changes to the ESA, as provided for in "Bill 48 - 2002 Employment Standards Amendment Act 2002" and/or any subsequent "Bill" amending the ESA, the Company and the Union hereby agree to the following:

An arbitrator appointed pursuant to the Grievance Procedure as provided in Article 14 of the Collective Agreement between the parties shall have the authority to make final and binding resolution to any and all disputes that arise regarding the application of "Bill 48 - 2002 Employment Standards Amendment Act 2002" and/or any subsequent "Bill" amending the ESA.

This letter shall remain effective for the term of the 2002 - 2005 Collective Agreement between the parties.

DATED AT VANCOUVER, BRITISH COLUMBIA, this              day of              , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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