

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BARTLE & GIBSON CO. LTD.**

**AND**

**TEAMSTERS LOCAL UNION NO. 213**

**May 8, 2003 - May 7, 2007**

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

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**BETWEEN: BARTLE & GIBSON CO. LTD.**  
1458 Mustang Place  
Port Coquitlam, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**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")

PARTY OF THE SECOND PART

**1. DURATION OF AGREEMENT**

1.1 This Agreement shall be for the period from and including May 8, 2003 to and including May 7, 2007. Either Party to this Agreement may, within four (4) months immediately preceding May 7, 2007, give to the other Party written notice to commence collective bargaining.

1.2 Should either party give written notice to the other party, this Agreement shall thereafter continue in full force and effect until the Union gives notice of strike and such strike has been implemented, or the Employer gives notice of lockout and such lockout has been implemented, or the parties conclude a renewal or revision of the Agreement or a new collective agreement.

1.3 It is mutually agreed that the operation of sub-section 2 of section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

**2. BARGAINING AGENCY AND DEFINITION**

2.1 The Employer recognizes the Union as the sole collective bargaining agent of all employees as set out in the Certificate of Bargaining Authority dated May 8, 1996.

2.2 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this

Agreement.

- 2.3 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.
- 2.4 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.
- 2.5 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article 3 herein.
- 2.6 Persons outside the bargaining unit may assist in the performance of bargaining unit work. Such assistance will cease when not required. Relief for any absence up to three (3) days can be filled by existing non-bargaining unit employees. No work shall be transferred, sub-contracted, or contracted out without mutual agreement, subject to arbitration, excluding existing transferred, subcontracted, or contracted out services.

Bargaining unit employees must be asked first to work on the counter before non-Union employees can be used. The hours that the inside sales can be used are between 6:30 A.M. to 8:30 A.M. and 3:00 P.M. to 5:00 P.M. The counter personnel will have the ability to make such a call if required. Inside sales can only write out orders.

Normal replacement procedures shall apply for sick days and vacations.

**3. UNION SECURITY**

- 3.1 The Employer shall if practicable give the Union the first opportunity to refer applicants for employment. This shall not prohibit the Employer from hiring employees from elsewhere.
- 3.2 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.
- 3.3 All employees shall be required to be a member of the Union as a condition of employment.

3.4 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.

3.5 The Employer will not be held liable for any dismissal in which the Union asks for a termination of an employee under 3.4.

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

4.1 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 been terminated since the previous list and shall also add the names of any new employees.

4.2 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.

4.3 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 the employees to the 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 copy of checkoff list as above mentioned.

#### **5. MANAGEMENT RIGHTS**

5.1 The Employer retains the exclusive right to direct its workforce, such direction which includes, but is not limited to, the right to hire, transfer, demote, discipline and discharge its employees.

5.2 The Union acknowledges that the Employer has the exclusive right to operate and manage its business in all respects in accordance with its commitments, responsibilities and contracts. The location of warehouses, the products inventories, the customers sold to, the right to decide on the number of employees needed by the Employer at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees, are solely and exclusively the responsibility of the Employer.

5.3 The Employer also reserves the right to supplement and alter from time to time, rules and regulations to be observed by the employees, said regulations and rules not being inconsistent with the provisions of this Agreement.

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

- 6.1 The Employer shall if practicable allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to attend a Union endorsed conference or function.
- 6.2 During an authorized leave of absence, an employee shall accumulate and maintain seniority.
- 6.3 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will automatically be granted leave of absence, without pay, except as otherwise stipulated in the Agreement, until such time as he/she can properly return to work.
- 6.4 An employee shall be granted a leave of absence (not to exceed one (1) month), upon written request to the Senior Management, subject to the following conditions:
- (a) The Employer shall be given a minimum of forty (40) days written notice.
  - (b) The employee involved shall not have had a leave of absence pursuant to this paragraph within the thirty-six (36) month period prior to the request.
  - (c) There shall not be more than one (1) employee within the bargaining unit on leave of absence at any one time.
  - (d) There must be a minimum one (1) month period from the time one employee returns until another is permitted to go on leave of absence.
  - (e) The written request shall state the period of the requested leave of absence and the reason therefore. Leaves of absence shall not be permitted for the purposes of engaging in:
    - (i) any employment;
    - (ii) business, or
    - (3) other activity for reward or remuneration.
  - (f) During the period of a leave of absence:
    - (i) The employee shall not be entitled to receive from the Employer any wages or other pay.
    - (ii) The Employer shall be obligated to contribute for thirty (30) days to the Group Pension Plan the Medical Plan, the Dental Plan or to any other Employees' Benefits and it shall be the employee's responsibility to make the



Employer's contributions after such period, which shall be deducted from the employee's wages by the Employer. A failure by the employee to contribute after the thirty (30) days shall result in the immediate loss of benefits as set out under the Health and Welfare Plan. Such loss is not subject to grievance arbitration. The Employer will not be obligated to contribute to the Group Medical Plan, Dental Plan or any other employee's benefits while the employee is on a personal leave of absence with the Company's approval.

(iii) The employee shall be responsible for submitting his/her Union dues directly to the Union.

(iv) The Employer shall be obligated to contribute to the Group Pension Plan.

6.5 When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Employer. This report shall be made prior to the employee's starting time. This reporting must be made to Management, prior to the employee's starting time or it will be considered as an unexcused non-paid absence. If Management cannot be contacted in person a message may be left on voice mail with the reason and a phone number where the employee may be contacted if needed.

6.6 In case of death in the immediate family, the employee affected shall be granted bereavement leave of absence with pay for three (3) days. "Immediate family" means: husband, wife, common-law spouse, mother, father, children, sister, brother, mother and father-in-law, grandparents, grandchildren and step-parents. Step-parents to be deemed mother and father for the purpose of this clause, and current relationship,

6.7 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/she shall be returned to the job classification and pay rate he/she 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. When any employee's attendance is not required in Court, or Court proceedings conclude during the end of the working day, the employee shall report for

work.

6.8 When any employee hereunder is either elected or appointed to a full time job with the Union, he/she shall be granted a leave of absence without pay or benefits, for a period of up to six (6) months.

6.9 When an employee is transferred into a management position he/she shall have a period of six (6) months to return to their former position without loss of seniority.

## **7. SHOP STEWARDS**

7.1 There shall be three (3) Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.

7.2 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

7.3 The Employer shall recognize the Shop Stewards selected in accordance with the Union rules and regulations and hereby recognizes that the power to appoint and remove thereof is solely vested with the Union.

7.4 The Union shall advise the Employer in writing of the identity of all Shop Stewards.

7.5 The Shop Steward shall be allowed to take up grievances with the Employer during working hours without loss of pay. There will be a maximum of two (2) Shop Stewards in any grievance meeting.

7.6 The Shop Stewards shall be allowed time off work, without pay for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union. There shall be a maximum of two (2).

## **8. WORK CLOTHES, UNION PRODUCTS AND SERVICES**

8.1 The Employer shall provide free of charge to an employee when required:

- (a) raingear;
- (b) coveralls and/or smocks;
- (c) gloves.
- (d) either three (3) golf shirts or shirts for counter personnel and the shirts must be worn.

8.2 The Employer shall supply any safety equipment as

required by Workers' Compensation Board without charge.

- 8.3 The Employer shall reimburse the cost of one (1) pair of steel toed work boots or shoes upon presentation of receipt. Such reimbursement shall not exceed seventy-five dollars (\$75.00) per year. Any employee who receives the footwear allowance must wear the footwear during working hours. Failure to wear this footwear shall result in the employee being sent home without pay. All designated warehouse, yard, and truck driver employees must wear the above mentioned footwear.

**9. UNION NOTICES**

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

**10. CONFLICTING AGREEMENT**

- 10.1 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.
- 10.2 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.

**11. PROTECTION OF RIGHTS**

- 11.1 The Employer shall not require any Union member to cross a picket line or to accept any product or goods from any person or employees of any person with whom a Union has a picket or placard around or against, to handle or deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard around or against.
- 11.2 The Union reserves the right to render assistance to other labour organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-Union workers except as provided for in clause 2.6.

**12. TRANSFER OF TITLE OR INTEREST**

- 12.1 This agreement shall be binding upon the parties hereto,

their successors, administrators, executors, and assigns.

In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by the sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another Employer, limited or otherwise is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- 12.2 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operations covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union when the Employer executes the contract of the sale, lease, or transfer.

**13. GRIEVANCE PROCEDURE**

- 13.1 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.

- 13.2 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) days following the event giving rise to such grievance shall be forfeited and waived. In the case of grievances regarding payroll errors, any such grievance not presented within fourteen (14) days following the event giving rise to such grievance shall be forfeited and waived.

- 13.3 The Steps of the Grievance Procedure shall be as follows:

**STEP I**

An employee has no grievance until he has first given the appropriate supervisor or manager an opportunity to resolve the complaint. Supervisor/manager have three (3) days to respond.

**STEP II**

The employee, with or without the Shop Steward, shall take his/her grievance up with the Foreman or Supervisor.

The Employer shall take up his/her grievance with the employee concerned, either, shall have the right to have the Shop Steward present.

**STEP III**

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/she 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 IV**

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment. Both Parties may agree for a grievance to be forwarded to expedited Arbitration.

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.

Upon a failure to appoint their nominee, by either party, the other party who has appointed their nominee may apply to the Labour Relations Board to appoint a nominee on behalf of such party.

**STEP V**

The Arbitrators so appointed shall confer to select a third person to be Chair 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 Labour Relations Board to appoint a Chair under Section 86 of the **Labour Relations Code** (dated 1995).

13.4 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.

13.5 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/her rights, benefits and privileges which he/she 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 it may order the

Employer to pay less than the full amount of wages lost.

- 13.6 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 25.2 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.
- 13.7 Each of the parties hereto shall bear the expenses of their nominee and the parties shall equally bear the expenses of the Chair.
- 13.8 Any discharged or suspended employees, within seventy-two (72) hours of his/her discharge or suspension, shall be given by the Employer, in writing, the reasons for his/her 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 a 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.
- 13.9 The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Boards finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employees as a result of such employees being called on to appear as a witness.
- 13.10 If any disciplinary statement is to be put into an employee's personnel file, a copy of same will be given to the employee within thirty (30) days of the event giving rise to the statement, with a copy to the Union, 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.

**14. JOB POSTING AND VACANCY**

- 14.1 In the event that a classified job is declared vacant or a job description is created, the Employer shall post a notice notifying that a vacancy, job or classification exists, giving details of the job, rates of pay etc. Employees within the bargaining unit shall have the opportunity to apply for said job.
- 14.2 Employees desiring such job must apply, in writing, within seventy-two (72) hours of such posting, excluding

weekends. Employees on leave of absence or vacation shall have forty eight (48) hours from the date of their return or two (2) weeks from the job posting to apply, whichever is sooner. The job will be awarded within thirty (30) days of posting.

14.3 Vacancies for all positions in the bargaining unit will be posted first internally then the Employer may go outside for these positions. Employees applying for Counter position must have had posted in either Warehouseperson/Counter C 2) or Head Shipper/Receiver positions.

14.4 The job posting shall be filled on the basis of seniority and ability as determined by the Employer. If there is a dispute as to whether an employee has the ability to perform the job posted, the Grievance Procedure can be invoked.

14.5 In the event that the qualifications of the external and internal applicants for a given position are equal, priority in appointment shall be given to the employee within the bargaining unit with seniority and has taken any product training and/or any other training which was provided by the Company, but if he/she has refused this training it would count as refused. This will take affect May 8<sup>th</sup>, 2003 forward in regards to employees being trained so everyone has a new opportunity.

14.6 It is understood that employees may apply for lower paid jobs as well as higher paid jobs. When employees successfully apply for a higher classification they will be paid whichever is higher, the lowest rate for the new classification or their present rate.

14.7 Any employee posting into a different classification within the unit shall be on probation for up to ninety (90) days. If the employee is found unsatisfactory he/she shall be returned to his/her former position without loss of seniority.

14.8 This agreement recognizes that the Employer is an equal opportunity Employer.

**15. TECHNOLOGICAL CHANGE AND RETRAINING**

15.1 The Employer shall not introduce or implement any substantial technological change that materially affects the terms and conditions of employment of the bargaining unit employees until and unless:

- (a) The Employer has given one (1) month's notice in writing to the Union of its intention to introduce the technological change;

(b) The Employer has first given employees currently on payroll the opportunity through the Job Posting Procedure to receive training required by the technological change.

15.2 The parties shall agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

**16. SEVERANCE PAY**

16.1 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 termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination, to a maximum of twelve (12) weeks.

16.2 Severance pay may not be applicable in the event of layoff of an employee unless the layoff without period of recall exceeds a period of twelve (12) months. If an employee chooses to accept severance pay under the terms of this Agreement, or under any statute, prior to the expiration of twelve (12) months, he/she shall forfeit his/her seniority rights at this time and he/she shall be deemed to have been terminated. No grievance shall be available with respect to the validity of this deemed termination.

**17. PAY DAY AND PAY STATEMENTS**

17.1 The Employer acknowledges that its usual practice is to pay employees every two (2) weeks.

17.2 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. The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

17.3 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 Employer's payroll official is notified of the error.



**18. ANNUAL VACATIONS**

- 18.1 No later than January 15th of each year, the Employer shall post a Vacation List and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by February 28th of each year. Once a list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer. The Employer must inform the employees by March 30<sup>th</sup> of the employee's vacation requests.
- 18.2 Vacation periods shall be decided on the basis of seniority. Each employee shall be given an opportunity in order of seniority, to indicate his/her preference for vacation provided it does not interfere with the efficiency of the Employer.
- 18.3 If employees split their vacation, they shall have first preference in order of seniority for the first part of their vacation. Employees may only take two (2) weeks during prime time which would be between July 1 and October 1.
- 18.4 After all employees have had their first preference scheduled, then the same procedure shall be utilized with regard to the period of time which is indicated as the employee's other preference.
- 18.5 An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- 18.6 Only two (2) employees from the counter staff can be on vacation at any time; and only two (2) employees from the warehouse/yard/truck driver can be away at one time. There can only be one (1) accounts receivable/reception, head shipper/receiver and foreman away at any one time.
- 18.7 Employees shall not take vacations in less than one (1) week segments unless mutually agreed to between the Employer and the employee. Subject to Clause 18.7, the entire vacation shall be taken in one continuous period unless otherwise mutually agreed to between the Employer and the employee.
- 18.8 Vacation entitlements are as follows:

<b>COMPLETED YRS</b>	<b>WEEKS</b>	<b>HOURS'</b>
<b>OF SERVICE</b>	<b>ENTITLEMENT</b>	<b>PAY</b>
<b>PERCENTAGE</b>	<b>APPLICABLE</b>	

1	2	80	4%
2	3	120	6%
9	4	160	8%
20	5	200	10%

- 18.9 An employee's vacation pay shall be calculated on either the number of hours he/she is entitled to at the rate of pay he/she is receiving at the date of taking his/her vacation, or the applicable percentage of his/her annual gross earnings for the year for which he/she is receiving his/her vacation, whichever is greater. Employees will be paid their normal pay while on vacation or must give Management two (2) weeks' written notice of having the option of a separate cheque before their vacation.
- 18.10 The increase in weekly vacation is earned in the year of the employee's anniversary date and can only be taken after that date.
- 18.11 Absence due to any illness or authorized leave of absence will be deemed to be time worked for the purpose of vacation entitlement.
- 18.12 When an employee has worked a minimum of thirteen hundred and fifty (1350) hours in his/her calendar year, running from anniversary date to anniversary date, he/she shall be eligible for vacations with pay as above set forth. If less than thirteen hundred and fifty (1350) hours are worked, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- 18.13 Vacations may not be accumulated from year to year.
- 18.14 In the event that an employee leaves the employ of the Employer before he/she is entitled to two (2) weeks' vacation, he/she shall receive four percent (4%) of the gross earnings he/she received while in the employ of the Employer.
- 18.15 In the event of an employee leaving the employ of the Employer after he/she had his/her vacation he/she earned for the previous year, and has not worked over thirteen hundred and fifty (1,350) hours, he/she shall receive the applicable percentage if his/her pay for the year in which he/she ends his/her employment for which no vacation has been paid.
- 18.16 By February 15 of each year, the Employer shall furnish the employee with a statement showing holiday entitlement

for the up coming holiday year and showing how vacation pay was calculated to December 31 of prior year including:

- (a) weeks holiday entitlement applicable
- (b) percentage of prior years gross salary including all overtime, commissions, or anything of monetary value received from the Employer on which the employee has to pay income tax.

18.17 Should the Employer request employees who are on vacation to return to work during their vacation period, the Employer shall pay said employee's wages equivalent to those paid for working General Holidays.

18.18 The Employer shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

**19. HOLIDAYS**

19.1 All employees who maintain seniority shall be entitled to the following Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he/she would normally be entitled to:

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

19.2 The employee will be granted a Floater Holiday with pay to the individual employee or group of employees. Such day to be taken in the year requested by the employee or group of employees at the sole discretion of the Employer with the intent that, unless such request is unreasonable in view of the Employer's business operations, no individual request will be refused with a minimum of five (5) working days notice.

19.3 If the Employer closes the branch or shortens the standard regular scheduled work day for December 24 or December 31, then the employee shall be entitled to pay based on eight hours.

19.4 To be eligible for the Holidays an employee shall have worked his/her "scheduled" work day prior to such holiday and his/her "scheduled" work day after such Holiday, unless express permission to be absent shall be obtained from his/her Supervisor.

- 19.5 If during the life of this Agreement the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out above.
- 19.6 Employees who are required to work on any of the above Holidays shall, in addition to their regular Holiday pay, receive one and a half (1.5) their hourly rate for all hours worked.
- 19.7 It is agreed that the Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government. If a Holiday falls on Sunday, the following Monday shall be observed as the Holiday. If a Holiday falls on a Saturday, the Previous Friday shall be observed as the Holiday.
- 19.8 An employee shall be paid for each General Holiday even if it falls on his/her weekly days off, Annual Vacation, Jury Duty,, Bereavement Leave, Compensation, Layoff or Sick Leave. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he/she chooses, provided the employee has worked seven (7) days prior to the General Holiday and seven (7) days following the General Holiday within ten (10) calendar days. If the employee is laid off on any of those seven (7) days prior to or after, he/she shall be paid for the General Holiday.

**20. SEPARATION OF EMPLOYMENT**

- 20.1 If an employee is discharged he/she shall be paid in full for all monies owing him/her within three (3) days of his/her discharge.
- If an employee quits the Employer may withhold payment for five (5) days.

20.2 The Employer shall give a Record of Employment Certificate to any employee who separates from employment for any reason within five (5) days of the last day worked.

**21. SENIORITY**

21.1 There shall be a Seniority List maintained by the Employer 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 six (6) months.

21.2 An employee will be considered on probation and will not be placed on the seniority list until he has been employed for five (5) calendar months. Upon completion of the five (5) months period, seniority will be established and will be back to date to the original date of hire (exclusive of any time on WCB, injury, or sick leave).

Probationary employees will be reviewed on the completion of two (2) months employment with a view to correcting any deficiencies.

21.3 Seniority shall be length of service within the Bargaining Unit or date of hire of all existing Bargaining Unit employees. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

21.4 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 can perform the work which is available. If there is a dispute as to whether the senior employee has the ability to perform the job in question, he/she should be placed on the job and given a reasonable opportunity to determine whether or not he/she has the ability.

21.5 Seniority shall be lost if an employee:

- (1) Voluntarily leaves the employ of the Employer, or
- (ii) Is discharged for cause, or
- (iii) Retires, or
- (iv) After a layoff, fails to report for work within five (5) working days after being recalled by telephone, or
- (v) After a layoff, fails to report for work within five (5) working days after being sent a registered letter recalling the employee to work, or
- (vi) If absent without leave for five (5) working days

- without legitimate reason, or  
(vii) Is on continuous layoff for twelve (12) months, or  
(viii) Is employed in a position outside of the bargaining unit for a period of six (6) months.

**22. DAYS AND HOURS OF WORK AND OVERTIME**

- 22.1 The Employer acknowledges that the usual work week is Monday to Friday, or Tuesday to Saturday, during which an employee shall work five (5) consecutive days for eight (8) hours per day for a total of forty (40) hours per week. When an employee works the Tuesday to Saturday shift, the employee working Saturday will be entitled to eight (8) hours pay for that day.
- 22.2 Nothing in this Agreement shall be construed as a guarantee of days or hours of work per day or per week.
- 22.3 The normal hours of work shall be between 4:00 A.M. and 5:15 P.M. Due to the Employer's type of business, it is recognized that changes in scheduled starting and stopping times may be necessary.
- 22.4 If an afternoon shift is required then the start time will be 1:30 P.M. There will be a premium of thirty cents (\$0.30) per hour for all hours worked on that shift.
- 22.5 The Employer will give one (1) week's notice, when possible, of any change to the scheduled starting and stopping times by seniority. During the probationary period the Employer may have this employee work any shift, but at the end of the probationary period the shift if needed goes by seniority.
- 22.6 Any changes to the hours of the normal working day as stated above shall be by mutual agreement after discussion between the Parties to the Agreement. If either Party does not agree, follow the grievance procedure. The Employer may have one (1) part-time receptionist/clerk which will be paid at the start of receptionist/clerk rate and increased yearly not every six (6) months.
- This employee cannot work while full-time employees are laid off, except when the full-time employees refuse this position. If this employee works beyond twenty-four (24) or thirty (30) hours in a week for a great length of time then the Union and Employer will review his/her status.
- 22.7 For all hours worked after the regular eight (8) hours

shall be paid at one and a half times (1.5 X).

- 22.8 All time worked on the sixth (6th) day shall be paid at the rate of one and a half times (1.5 X), and all time worked on the seventh (7th) day shall be paid at the rate of double time (2 X), with a minimum of four (4) hours guarantee.
- 22.9 Any employee called back to work after his/her scheduled shift has been completed, and he/she has left the premises, shall be paid a minimum of two (2) hours' pay at the rate of one and a half times (1.5 X).
- 22.10 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.
- 22.11 The Employer agrees that if it becomes necessary to work overtime, such overtime shall be distributed equally among those employees concerned who normally perform such work.
- 22.12 Overtime must be approved by the Employer in writing prior to the employee working the overtime. An employee shall not work overtime until he/she has obtained written permission to do so from his/her supervisor or other member of management.
- 22.13 All employees shall have the right to refuse to work overtime subject to other employees volunteering to perform overtime. Where no employees volunteer to perform overtime, the Employer may require the most junior employee to work the overtime.
- 22.14 The Employer shall permit employees to accumulate overtime credits as a result of having worked authorized overtime, such overtime credits to be compensated for with time off with pay in lieu of pay for overtime, subject to the following conditions:
- (a) such accumulation shall not exceed a maximum of ten (10) working days per vacation year;
  - (b) time off in lieu must be taken during the current vacation year in which such accumulation is earned with no carry-over from year to year;
  - (c) time off in lieu shall be taken at a time mutually agreed to between the Employer and the employee.
  - (d) Accumulated overtime credits shall be accrued on

the appropriate premium basis.

- (e) Employees may request pay-out of unused banked time when they so choose with fourteen (14) days notice. Banked time can be used towards the use of personal time not sick time, and notice must be given of three (3) days to management for approval of use.

22.15 All product training and meetings outside normal working hours will be attended by employees on a voluntary basis without pay. The Employer agrees to communicate (post on bulletin boards) such training and meetings to all bargaining unit employees.

**23. LUNCH AND REST PERIODS**

23.1 No employee shall be worked longer than five (5) hours without an uninterrupted half ( $\frac{1}{2}$ ) hour off during the regular daily shift. If the meal period is not taken, at the request of Management, then the employee shall be entitled to add an additional one-half ( $\frac{1}{2}$ ) hour to his/her day.

23.2 Each employee shall receive a paid uninterrupted fifteen (15) minute break in each half of his/her daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1.5) 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.

23.3 Where overtime preceding or following the employee's normal shift goes beyond three (3) consecutive hours, the employee shall receive a break of thirty (30) minutes with pay.

**24. COMPENSATION COVERAGE**

24.1 When an employee goes on Compensation, he/she shall, when the Compensation Board signifies that he/she may go to work, be returned to the payroll at his/her previous job and applicable rate of pay.

If at any time there is a back to work program, the Employer together with the employee will do their best to work out a modified program.

**25. SAVINGS CLAUSE**

25.1 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.

- 25.2 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 of 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 13 herein.

**26. INSPECTION PRIVILEGES**

- 26.1 An authorized Agent of the union shall have access to all areas of the Union operations during working hours. Management shall be notified, prior to access.

**27. SANITARY FACILITIES, ETC.**

- 27.1 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities. In addition adequate lunch room shall be provided.
- 27.2 If required, lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- 27.3 The premises shall be adequately heated and ventilated.

**28. SAFETY AND HEALTH**

- 28.1 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, including a proper First-Aid Kit in each vehicle.
- 28.2 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. Unsafe equipment shall be tagged "OUT OF SERVICE" until properly repaired.

The employee shall inform Management of the unsafe condition prior to refusing to perform work.

28.3 In the event of an employee becoming ill during his/her shift, the employee shall report directly to his/her supervisor, and if the employee wishes to go home or to a doctor permission to do so shall be granted.

28.4 When the Employer designates a First-Aid Attendant with an industrial certificate in accordance with the **Workers' Compensation Act**, that employee shall be paid the remuneration listed below in addition to his/her hourly rate.

28.5 The Employer shall only pay the rate for the ticket required under the Act and shall not be required to pay the rate for a higher ticket than that required by the Act. If available, the employee shall be from the bargaining unit.

LEVEL III	-	85¢ per hour
LEVEL II	-	60¢ per hour
LEVEL I	-	50¢ per hour.

28.6 If the Employer requests any employee to take a First-Aid course, the Employer shall reimburse the employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his/her 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. The Employer will only cover the cost of one course fee for employees.

## 29. **HEALTH AND WELFARE AND PENSION**

29.1 Employees who work more than thirty (30) hours per week and have completed their probation, shall be covered by the Bartle & Gibson Co. Ltd. Group Plan (Policy #94032) presently in effect by Bartle & Gibson Co. Ltd. The cost of these plans shall be borne one hundred percent (100%) by the Employer.

29.2 The Employer shall bear no responsibility for a decision of the Insurer to deny benefits under the Health and Welfare Plan to an employee. The Employer's responsibility shall be limited to paying its portion of the premium cost.

- 29.3 The Employer shall provide a Pension Plan for all employees. The cost of the Pension Plan shall be coordinated in accordance with the existing Benefits Booklet as amended from time to time.
- 29.4 The cost of the B.C. Medical coverage shall be borne one hundred percent (100%) by the Employer as follows:

Up to \$64.00 for single;  
\$106.00 for married couple; and  
\$118.00 for family.

Any further cost will be paid by the employees.

29.5 The Employer shall provide a Short Term Disability benefit for the employees. The benefit will be paid on the first (1<sup>st</sup>) day of sickness and will be 66 2/3% of weekly earnings up to 120 days and Long Term will start on the 121<sup>st</sup> day. The employee must be off duty due to any accident or illness (must be off for a length of time to qualify and be under a family doctor's care, at the Employer's discretion). This benefit is not to be used for one (1) or two (2) day sicknesses.

29.6 The Prescription Drug Plan will change over to the new Company Policy of reimbursement of cost sharing on prescriptions of 80% Company/20% employees.

**30. ARTICLE HEADINGS**

30.1 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**

31.1 No employee shall use his/her vehicle on Employer business except for designated employees who shall receive thirty-one cents (\$0.31) per kilometer and who have provided a copy of their insurance showing the vehicle has been insured for business use and carries a minimum one million dollars (\$1,000,000) public liability. If an employee chooses not to use their vehicle or provide the required insurance then they will not use their vehicle.

**32. MEDICAL EXAMINATIONS**

32.1 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 re-examined at the Union's expense.

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

If an employee takes a medical examination he/she shall

be paid for the time involved at his/her regular rate of pay.

- 32.3 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his/her 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/her own expense shall have the right to be examined by his/her 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/her assigned duties, then the employee shall not suffer any loss of earnings caused by his/her having been removed from or temporarily suspended from his/her regularly assigned duties.

32.4 Management must be informed by an employee if the employee is taking any form of medication that may inhibit the safety of operating or be of a safety concern when the employee is in the presence of moving equipment.

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

33.1 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.

33.2 Time shall be computed from the time the employee commences his/her day's work until his/her shift is completed.

33.3 An employee temporarily removed from his/her regular work to perform the work of another classification shall be selected in order of seniority and shall be paid his/her regular rate of pay or the rate of the other work, whichever is greater, for all hours in excess of two (2) hours that he/she is employed in such work.

33.4 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.

33.5 If an employee is required to take time off during working hours in regards to any compensable injury or illness, he/she shall be paid for such time off in a manner that will give him/her a minimum of eight (8) hours pay for that day.

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

**34. PAID ELECTION TIME OFF**

34.1 The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

**35. GENDER**

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

**36. TOOLS**

36.1 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.

**37. LOSS OF BENEFITS**

37.1 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.

**38. MATERNITY/PATERNITY LEAVE**

38.1 Maternity/paternity leave will be in accordance with the B.C. Labour and Employment Law. Extended leaves of absence shall be in accordance with Article 5. Upon his/her return to work, an employee shall be returned to the classification he/she held prior to the time off.

**39. STRIKES AND LOCKOUTS**

39.1 During the term of this agreement, the Employer agrees that there shall be no lockout and the Union agrees that there shall be no strike, slowdown or other stoppage of or interference with work.



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 Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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APPENDIX "A"

HOURLY RATES

CLASSIFICATION		EFFECTIVE	EFFECTIVE	EFFECTIVE
		EFFECTIVE MAY 8/03 MAY 8/06	MAY 8/04	MAY 8/05
Foreman		\$19.74	\$20.13	\$20.53 \$20.94
Head Shipper,	24 months	18.30	18.67	19.04 19.42
Head Receiver	18 months	18.02	18.38	18.75 19.13
	12 months	17.74	18.09	18.45 18.82
	6 months	17.45	17.80	18.16 18.52
	Start	17.17	17.51	17.86 18.22
Shipper, Receiver,	36 months	16.00	16.32	16.65 16.98
Warehouse	24 months	14.88	15.18	15.48
Person	18 months	14.01	14.29	14.58
Yard Person	12 months	13.16	13.42	13.69
	6 months	12.02	12.26	12.51
	Start	11.43	11.66	11.89
Counter Person	24 months	18.30	18.67	19.04
	18 months	17.73	18.08	18.44
	12 months	17.17	17.51	17.86
	6 months	16.00	16.32	16.65
	Start	14.88	15.18	15.48
Shipper, Receiver, Counter	24 months	17.17	17.51	17.86
	18 months	16.60	16.93	17.27
	12 months	14.88	15.18	15.48
	6 months	14.30	14.59	14.88

	Start	13.73	14.00	14.28	14.57
Inventory Controller Level "1"	24 months	17.74	18.09	18.45	18.82
	18 months	17.17	17.48	17.83	18.19
	12 months	16.60	16.93	17.27	17.62
	6 months	16.00	16.32	16.65	16.98
	Start	14.88	15.18	15.48	15.79
Inventory Controller Level "2"	24 months	16.00	16.32	16.65	16.98
	18 months	14.88	15.18	15.48	15.79
	12 months	14.01	14.29	14.58	14.87
	6 months	13.16	13.42	13.69	13.96
	Start	12.02	12.26	12.51	12.76

**APPENDIX "A" - CONTINUED**

**HOURLY RATES**

<b>CLASSIFICATION</b>		<b>EFFECTIVE MAY 8/03</b>	<b>EFFECTIVE MAY 8/04</b>	<b>EFFECTIVE MAY 8/05</b>	<b>EFFECTIVE MAY 8/06</b>
Truck Driver	30 months	\$16.00	\$16.32	\$16.65	\$16.98
	24 months	14.88	15.18	15.48	15.79
	18 months	14.01	14.29	14.58	14.87
	12 months	13.16	13.42	13.69	13.96
	6 months	12.59	12.84	13.10	13.36
	Start	11.43	11.66	11.89	12.13
Account Receivable Level "1"	24 months	16.00	16.32	16.65	16.98
	18 months	14.88	15.18	15.48	15.79
	12 months	13.73	14.00	14.28	14.57
	6 months	13.16	13.42	13.69	13.96
	Start	12.59	12.84	13.10	13.36
Receptionist/ Clerk	18 months	14.01	14.29	14.58	14.87
	12 months	13.16	13.42	13.69	13.96
	6 months	12.01	12.25	12.50	12.75
	Start	11.43	11.66	11.89	12.13

The Company may, upon initial hiring or movement between classifications, designate a particular level if it wishes to recognize relevant experience.

**Note 1**

Morag Clarke will receive the rate of \$16.85 in the 1st year, \$17.19 in the 2nd year, \$17.53 in the 3rd year and \$17.88 in the 4th year. These rates have the wage increases same as other employees.

**Note 2**

In the above increments of months, the intent is that the employees move up the scale every six (6) months or twelve (12) months as applicable.

**Note 3**

Criteria to qualify for positions of Warehouse/Counter Person are:

1. Three (3) years experience in the industry.
2. Must be fluent in English.
3. Must be sales and customer service oriented.
4. Must be able to portray a business like professional appearance.
5. Must have demonstrated willingness to take product knowledge seminars, training sessions and meetings.

**APPENDIX "A" - CONTINUED**

**Note 4**

Summer Help/Student help may assist in any duties within the bargaining unit, the rate of pay will be \$8.00 per hour with no entitlement to Employer Benefits Plans. Their employment period will be only four (4) months between May 1st and August 30th.

They must be Union members, and if they apply for a full-time posting, their hours will count towards the probationary period.

**Note 5**

**New Foreman Classification Duties:**

1. To maintain the highest level of customer service possible by:
  - a. training and cross-training employees in all areas.
  - b. co-ordinating employees to meet the needs of customers.
2. To ensure that the levels of productivity, accuracy and customer service are actively maintained and increased where possible.
3. To ensure that work schedules and breaks are maintained.
4. To maintain a safe working environment.
  - a. that all areas of Union operations are kept in clean and orderly manner.
5. To counsel employees on procedures and responsibilities and that they are adhered to.
6. To advise Management of any non-compliance by Union employees.
7. To fill in as needed if a Head/shipper or Head/receiver are not available as well as any other classifications if needed.
8. To prepare the warehouse and stocks as needed for inventory control purposes.
9. Other duties as assigned by the Warehouse Manager.