

**COLLECTIVE AGREEMENT**

**BETWEEN**

**B.C. EGG MARKETING BOARD**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**July 1<sup>st</sup>, 2003 to June 30<sup>th</sup>, 2005**

**DON McGILL  
Secretary-Treasurer**

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THIS AGREEMENT entered into this                      day of                      . 2003.

**BETWEEN:                      B.C. EGG MARKETING BOARD**

#150 - 32160 South Fraser Way  
Abbotsford, B.C. V2T 1W5

(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.                              BARGAINING AGENCY AND DEFINITION**

1.01                      The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, and shall include temporary or so called casual employees in the unit.

1.02                      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 this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, the matter shall be referred to a Board of Arbitration as contained in this Agreement.

1.03                      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 Three (3) herein. Work which the employees perform, or can perform may be sub-contracted out in like manner which such work has been sub-contracted out prior to this Agreement, or as may be mutually agreed between the Union and the Employer.

1.04                      It shall be the duty of the parties and their agents or members to co-operate fully, individually and collectively, for the advancement of the terms and conditions as set forth herein.

**2.                              DURATION OF AGREEMENT**

2.01                      This Agreement shall be in full force and effect from and including July 1<sup>st</sup>, 2003, to and including June 30<sup>th</sup>, 2005, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within

four (4) months immediately preceding the expiration date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

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

2.03 The operation of Section 50 (2) and (3) of the British Columbia **Labour Relations Code** is hereby excluded.

### **3. UNION SECURITY**

3.01 The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions contained herein. The Employer shall, however, give the Union the first opportunity to refer suitable applicants for employment, and if the Union cannot supply a suitable applicant, the Employer may hire from elsewhere. It being understood that the Employer is not obliged to employ the employee recommended by the Union.

3.02 The Employer further agrees that it shall not employ in any job coming under this Agreement any person who is otherwise fully employed full time by another employer.

3.03 The Employer agrees, however, that when it does hire new employees who are not referred by the Union, those employees shall report to the Union office and fill in the required Union membership cards before commencing actual work, or conversely the Employer shall have such new employees report to the Shop Steward within twenty-four (24) hours of commencing employment and fill in the necessary cards which will be provided by the Shop Steward.

3.04 All employees shall be required to be a member of the Union as a condition of employment with the Employer.

3.05 Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon notification from the Union discharge such employee.

3.06 The Employer shall deduct from each employee an amount equal to the Union's dues and levies from each employee's first (1st) payroll cheque and add that employee's name and the said amount to the closest applicable checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)

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

- 4.01 The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the names of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 3.04 herein.
- 4.02 All employees referred to above will be required to sign authorization for checkoff of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-laws. Such checkoff shall be irrevocable during the term of this Agreement.
- 4.03 The Employer shall deduct and pay over to the Secretary of the Union, any monthly dues and levies levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

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

- 5.01 The Employer shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function of the Union, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time. An employee acting in such capacity shall not lose his job or be discriminated against for so acting.
- 5.02 During an authorized leave of absence, an employee shall maintain and accumulate seniority according to the terms of this contract.
- 5.03 An employee who suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, will automatically be granted leave of absence, without pay, until such time as he can properly return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties. A Doctor's Certificate confirming inability to work may be requested by the Employer.
- 5.04 If an employee desires a leave of absence for reasons other than those referred to in 5.03, he must obtain permission, in writing, for the same from the Employer and the Employer will send a copy of the same to the Union. Although no legitimate and reasonable request for a leave of absence will be denied, such leave of absence shall be subject to the prevailing requirements of the Employer.
- 5.05 In the event an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his employment may be terminated, subject to proper proof of same.

- 5.06 An employee suffering an injury or illness which requires his absence, shall report the fact to the Employer as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- 5.07 In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, grandparents, step-parents, sister-in-law and brother-in-law. These shall only apply when they fall upon normal working days.
- 5.08 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

## **6. SHOP STEWARDS**

- 6.01 The Employer will recognize the Shop Steward(s) elected or appointed in accordance with the Union rules and regulations as the representative(s) of the employees in the respective groups or departments for which they are chosen. The Employer recognizes that the authority to appoint or remove Stewards is solely vested with the Union. The number of Stewards will be consistent with the need. There shall be no discrimination against the Shop Steward for lawful Union activities.
- 6.02 The Shop Steward(s) shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward(s) shall report to the Union Officers any violations of this Agreement.
- 6.03 The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- 6.04 Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay.

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

- 7.01 The Employer shall provide and maintain for each employee, if the condition of his duties require same, free of charge, with the following:
- (a) Coveralls and smocks.
  - (b) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.

- (c) The Employer shall provide each employee in the Warehouse and on the trucks with a pair of safety boots every twelve (12) months. In the case of a new employee he shall be required to purchase safety boots as a condition of employment for which he will be reimbursed the cost by the Employer after completion of his probationary period upon presentation of the receipt for same.

As deemed necessary by agreement between the Employer and the employee concerned, it being a condition of employment that he shall have no claim for injury sustained due to failing to wear such boots or for failing to notify the Employer when such boots require replacement.

- (d) Wherever they are required to be used on the job, the Employer shall supply free of charge, rubber clothes, rubber boots and suitable gloves.
- (e) When the Employer requests special clothing to be worn by the employees, the cost of such clothing shall be borne 100% by the Employer.

7.02 All vending machines of any type provided in the Employer's establishment shall be provided by a company having an agreement with the Teamsters Union, and further all products contained therein shall be Unionized products. The Employer shall have no responsibility for said machines or products.

## **8. UNION NOTICES**

8.01 The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there will be no interference by the Employer with said Notice Board.

8.02 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 and a copy to be sent to the Union; and
- (c) Copies of the Employer's Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible.

## **9. CONFLICTING AGREEMENT**

9.01 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. Any such agreement will be null and void.

9.02 Management agrees that before effecting any wage rate other than those set out in this Agreement, it shall first discuss same with the Union Agent. No changes



shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

**10. PROTECTION OF RIGHTS**

10.01 The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any products or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

10.02 The Union reserves the right to render assistance to other Labour organizations engaged in any legal activity, 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.

10.03 All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union a cash bond in any amount, not exceeding five thousand dollars (\$5,000.00). It shall be held by the Union to ensure future compliance with this Section during the term of this Agreement.

**11. TRANSFER OF TITLE OR INTEREST**

11.01 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 sale, transfer, or lease assignment such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

11.02 It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

11.03 The Employer 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. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

11.04 The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business, or to provide any truck or vehicle to perform his job.

**12. GRIEVANCE PROCEDURE**

12.01 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.

12.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

12.03 The Steps of the Grievance Procedure shall be as follows:

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

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

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

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

**STEP III** The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment. The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint its nominee, by either party, the other party who has appointed its nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

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

Upon mutual consent between the Employer and the Union, the aforementioned time limits may be extended.

- 12.04 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.
- 12.05 If the Arbitration Board finds that an employee has been suspended or discharged without proper cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- 12.06 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 23.02 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.
- 12.07 Each of the parties hereto will bear the expenses of its nominee and the parties will equally bear the expenses of the Chairman.

- 12.08 Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- 12.09 The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- 12.10 If any adverse statements are to be put into any employee's personnel file, a copy of the same will be given to the employee with a copy sent to the Union within thirty (30) days of the event giving rise to the adverse statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such adverse statement shall be deleted from the employee's file.

**13. JOB POSTING, ETC.**

- 13.01 In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing within thirty-six (36) hours of such posting, excluding weekends, except that employees on vacation not including paid or unpaid leave of absence, at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Section above, shall receive such job and if there is any dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not in the judgement of the Employer he has the ability.
- 13.02 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- 13.03 Where the vacancy is a new job not heretofore done in the establishment, the procedure set out in Article 1.02 herein shall apply.
- 13.04 Any employee promoted to a different classification shall be allowed a reasonable period of trial up to ninety (90) days and if found unsatisfactory shall be given the opportunity of going back to his former position without loss of seniority.

**14. TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE**

- 14.01 If the Employer proposes the introduction of equipment in his operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer; cost to be borne by the Employer for this test. Any employee taking such a test is entitled to know the results of such test.
- 14.02 The Employer agrees to notify the Union no less than three (3) months in advance of the introduction of any new equipment.
- 14.03 Full time employees with one (1) year or more of service whose employment is terminated as a result of technological change, or of the 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. The above shall not apply when an employee resigns or is discharged for just cause.
- 14.04 Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months. The employee may choose to retain recall rights in six (6) month periods to a maximum of four (4) periods, thereby delaying the collection of severance pay.
- 14.05 Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to 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.

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

- 15.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than three (3) days prior to the day of payment.
- 15.02 The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages.
- 15.03 When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid not later than the next pay day, or sooner if error is of a major nature, from the date the Employer's payroll official is notified of the error.

- 15.04 Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.
- 15.05 The Employer shall recognize the United Services Credit Union and shall, where it receives written authorization from any employee, make such payroll deductions and remit same on behalf of such employee to the United Services Credit Union.
- 15.06 The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

**16. ANNUAL VACATIONS**

- 16.01 No later than March 1<sup>st</sup> of each year, the Employer shall post a Vacation List on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacation on such list at a time to be mutually agreed to with the Employer and such request must be completed by April 15<sup>th</sup> of each year. Once such list is completed, vacations shall not be altered except by mutual consent of both parties.
- 16.02 Vacations covering periods of three (3) weeks or less shall be taken in one (1) unbroken period unless changed by mutual agreement between the Employer and the employee. Vacation periods longer than three (3) weeks may be taken in one (1) unbroken period or in split periods, as mutually agreed between the Employer and the employee.
- 16.03 An employee's anniversary date of original hiring shall be used as the date to calculate his vacation entitlement and payment.
- 16.04 Employees who have previously completed or subsequently complete the appropriate years of service shall receive vacations with pay in accordance with the following schedule:

Up to one (1) year less a day 4% of gross income

One (1) year to three (3) years 15 days or 6% of less a day gross earnings whichever is the greater

Upon completion of three (3) years and up to twenty-two (22) years employees shall be entitled to an extra day per year to a maximum of 35.

i.e.

Upon completion of 3 years 16 days or percentage  
Upon completion of 4 years 17 days or percentage  
Upon completion of 5 years 18 days or percentage  
and so on

Twenty-two (22) years  
and over

35 days or 14% of gross earnings  
whichever is the greater

The hours per day for the Office employees is seven (7) hours; the hours for the Warehousemen per day is eight (8) hours; the hours for the Fieldman per day are eight (8) hours.

- 16.05 Vacation entitlements are based on continuous service as defined in this Agreement. Continuous service shall include absence due to illness, accident or layoff under the terms of this Agreement, and such absence will be deemed to be time worked for the purpose of vacation entitlement and pay.
- 16.06 A continuous year of employment is the period running from an employee's anniversary date to his anniversary date the following year or years. If an employee has worked a minimum of fifteen hundred (1500) hours (Office), or seventeen hundred and fifty (1750) hours (Warehouse and Fieldmen) in a continuous year he shall be eligible for vacations as above set forth. If less than 1500/1750 hours are worked, the percentage only shall apply.
- 16.07 In the event of an employee leaving the employ of the Employer after he earned his vacation he earned for the previous year, he shall receive the applicable percentage indicated in Section 16.04, of his pay for the year in which he ends his employment for which no vacation has been paid.
- 16.08 Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- 16.09 Part time employees, if such are used, shall be entitled to vacations based on the years of service they have with the Employer, regardless of the hours they work in each or any calendar year during his employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out herein.
- 16.10 In any calendar year in which an employee becomes entitled to vacations, he may take his vacations prior to his anniversary date and be paid at the time of receiving his vacations on the basis of one (1) week's full pay for each week of vacation entitlement or the percentage basis, whichever is the greater.

**17. GENERAL HOLIDAYS**

- 17.01 It is agreed that all employees shall be entitled to the following General Holidays with pay, based on the employee's seven (7) or eight (8) hours of their applicable rate, plus any shift premium he would normally be entitled to:

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

Part-time employees will be paid four point eight percent (4.8%) of gross earnings in lieu of payment for General Holidays.



- 17.02 The Employer agrees that if during the life of this Agreement or any subsequent agreement, that either the Federal, Provincial or Municipal Government declares any other day than those listed herein as a Holiday, then such Holiday shall replace the Floating Holiday. Furthermore it is understood that the Floating Holiday shall be taken at a mutually agreeable time.
- 17.03 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 time and one-half (1½) their hourly rate for all hours worked during that shift (i.e. two and one-half (2½) times), 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.
- 17.04 It is agreed that the General Holiday shall take place when specified as a legal Holiday by the Federal or Provincial Government.
- 17.05 An employee shall be paid for each General Holiday, even if it falls on his weekly days off (Saturday or Sunday), or on his annual vacation, or on Jury Duty, bereavement leave, or quarantined. The employee shall be given a day off, or an extra day's pay as he chooses.
- 17.06 Each employee who is absent due to compensable accident, when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence for the reason set out above.
- 17.07 In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular earnings of such employee and what he is receiving from the other source for such General Holiday.
- 17.08 If the employee wishes, he may have the Employer use such monies that he would be entitled to as set out herein, to pay his Union dues and any other payments required by law or the terms of this Agreement.

**18. SEPARATION OF EMPLOYMENT**

- 18.01 An employee discharged by the Employer shall be paid in full for all monies owing to him by the Employer on the date of his discharge, except in the case of discharge for just cause, when payment must be made within three (3) working days.
- 18.02 In the case of an employee terminating on his own accord, the Employer shall pay in full for all monies due not later than the sixth (6<sup>th</sup>) working day following.

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

**19. SENIORITY**

19.01 There shall be one (1) Seniority List inclusive of the Warehouse, Field Staff and the Office Staff.

- 19.02 The Employer shall immediately and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed, or how many hours they work. Persons employed for vacation relief work only shall not accumulate seniority. A copy of this list will also be posted on the Bulletin Board as per Article Eight (8).
- 19.03 Layoffs and re-employment shall be based on seniority; that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.
- 19.04 If any employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay, and overtime if involved. The Employer will not be held liable provided the provisions of sub-section 19.05 are followed.
- 19.05 In the case of office staff and warehouse staff a probationary period of thirty (30) days actually worked shall apply in the case of new employees before seniority commences, and such employees may be laid off or terminated by the Employer, if it has just cause to do so. However, during such employment all Sections of this Agreement shall apply to them, including the Grievance Procedure. Employees laid off shall not be required to work another full probationary period. The same as above will apply with forty-four (44) days worked for Field Staff.
- 19.06 After completion of the probationary period, employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.
- 19.07 Seniority shall be lost if an employee:
- (a) Voluntarily leaves the employ of the Employer; or
  - (b) Is discharged for cause; or
  - (c) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
  - (d) Is absent without leave for five (5) working days without a legitimate reason;
  - (e) Any employee who has been laid off due to lack of work shall have the right to remain on the Seniority list for up to six (6) months.
- 19.08 The Employer agrees, when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and seasonal employees for available work, provided said senior employees can perform the work available.
- 19.09 If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.

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

**20.01 Warehouse and Fieldman**

- (a) Each employee except office staff shall work and be guaranteed forty (40) hours each week, provided he commences work at the start of his shift each day, with a half (1/2) hour off for lunch, and further that all leaves of absence to attend a lawyer, doctor or dentist, during normal working hours will be granted with pay at the discretion of the Employer, unless such absence is due to a Compensation injury. The work week shall be Monday to Friday inclusive; the normal work hours are eight (8) hours per day and the employees may only be laid off at the end of a week for the following week.
- (b) Any hours worked in excess of forty (40) hours Monday to Friday, as defined in Section 20.01 (a) above in any one (1) week or before 6:00 a.m. and after 7:00 p.m. shall be at the rate of double time.

**20.02 Office**

- (1) Each employee shall work and be guaranteed thirty-five (35) hours each week, provided she commences work at the start of her shift each day, with a half (½) hour off for lunch, and further that all leaves of absence to attend a lawyer, doctor or dentist during normal working hours will be granted with pay at the discretion of the Employer, unless such absence is due to a Compensation injury. The work week shall be Monday to Friday inclusive and the normal work hours are seven (7) hours per day and employees may only be laid off at the end of a week for the following week.
- (b) Any hours worked in excess of thirty-five (35) hours Monday to Friday as defined in Section 20.02 (a) above in any one (1) week or before 6:00 a.m. and after 7:00 p.m. each day shall be at the rate of double time.

20.03 The guaranteed work week in 20.01 (a) and 20.02 (a) will not apply to new employees until they have worked for twelve (12) consecutive full time weeks.

**20.04 Part Time Workers**

- (a) The Employer guarantees to pay any employee hired for part time work a minimum of four (4) hours pay. If an employee works more than four (4) hours he will be guaranteed six (6) hours; if he works more than six (6) hours he will be paid for the actual hours worked.

- 20.05 The work term for each employee shall be within the hours between 6:00 a.m. and 7:00 p.m. Monday to Friday as mutually agreed to by both parties.
- 20.06 All employees with the exception of any employee when working out of town when worked on the sixth (6<sup>th</sup>) day shall be paid at double time. All hours worked on the seventh (7<sup>th</sup>) day shall be paid at double time with a minimum of four (4) hours guarantee.
- 20.07 Any employee called back in to work in any emergency after his working day has been completed and he has gone home, Monday to Friday, shall be paid a minimum of three (3) hours pay at the rate of double time.
- 20.08 If an employee reports late for work, that employee will only be paid from the time he commences work and for that time actually worked.
- 20.09 All overtime shall be broken down into fifteen (15) minute units, based on one-quarter ( $\frac{1}{4}$ ) of the applicable hourly rate, times the appropriate overtime rate.
- 20.10 When employees are advised to report for work at a specified time on Saturday, they shall be paid six (6) hours pay for that day even though there may be no work for them to do, provided they are ready for work.
- 20.11 The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned who normally perform such work. Such overtime will be kept to a minimum.
- 20.12 No person other than an employee who is covered by the Certificate of Bargaining Authority and this Agreement, who is a member of the Union, shall be allowed to take stock. Same must be done on a seniority basis.
- 20.13 The Employer agrees to give each employee advance notice of forty-eight (48) hours prior to his working out of town whenever possible.
- 20.14 The Employer agrees to pay an employee while out of town a regular day's pay for each Saturday and/or Sunday spent by him away from home on Employer business even if during such Saturday or Sunday he is not fully occupied in the business of the Employer. However, if the employee is required to work on Saturday and/or Sunday, he shall be paid the applicable overtime rate.
- 20.15 It is also agreed that an employee may return home on the weekend (Saturday and Sunday) if he so chooses

with payment of his fare and/or expenses, as required, by the Employer and return by Monday or when necessary to complete further business.

20.16 The Employer shall pay his expenses plus car allowance when the employee's car is used. If business insurance is required to permit such use the Employer shall reimburse the difference of such cost.

20.17 If a second shift is employed in the warehouse, field or office, the hours of work shall be seven and one-half (7½) or six and one-half (6½) hours per shift, for which eight (8) or seven (7) hours will be paid and a twenty-five cent (25¢) premium will be paid for each hour paid for on the second shift.

20.18 If a third shift is employed, the hours of work shall be six (6) or seven (7) hours per shift for which seven (7) or eight (8) hours will be paid and a thirty-five cent (35¢) premium will be paid for each hour paid for on the third shift.

The second shift and third shift hours shall be worked as follows:

Second Shift between 4:30 p.m. and 12:00 midnight;

Third Shift between 12:00 midnight and 8:00 a.m.

20.19 **Accumulated Overtime**

- (a) The employee shall have the option of taking overtime as pay or accumulating the overtime and taking the same as time off with pay.
- (b) The employee shall declare, in advance quarterly by the first of January, April, July and October their option to receive pay for overtime or time off at the appropriate overtime rate for the overtime hours worked during the quarter.
- (c) An employee may at any time request all or part of his overtime as time off. The requested time off shall be granted provided that the employee and the Employer mutually agree to the period to be taken off.

20.20 Any employee responding to an alarm system call-out shall be paid four (4) hours' straight time pay.

**21. LUNCH AND REST PERIOD**

21.01 No employee shall be worked longer than four (4) hours without a half ( $\frac{1}{2}$ ) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which must be given as follows:

21.02 Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ( $1\frac{1}{2}$ ) hours from the commencement of each half of an employee's work shift. The lunch room or rooms shall be large enough and have adequate seating for all employees.

21.03 When it becomes necessary to work overtime of two (2) working hours or more beyond his regular shift, the Employer shall see that each employee so worked shall receive a meal break of thirty (30) minutes, without pay, but shall receive a meal allowance of \$7.00 to be paid at the time of said overtime and meal period. No meal allowance will be paid for travel within the Lower Mainland area and not away overnight i.e. no \$7.00 for lunch when not away overnight. Effective July 1<sup>st</sup>, 2003 this will be increased to fifty five dollars (\$55.00) and effective July 1<sup>st</sup>, 2004 this will be increased to sixty dollars (\$60.00). For instances of meals with authorized guests receipts are to be presented for all meals for the day and full expenses will be reimbursed.

21.04 Where any employee is required to work through his regular established rest or meal period or is interrupted during same, such employee shall be paid at the rate of time and one-half (1½) for the entire period of the normal rest or meal break and in addition shall be allowed a period of time off, equal to his normal rest or meal period, with pay, to consume a meal or have his break.

## **22. COMPENSATION COVERAGE**

22.01 When an employee is injured at work and goes on Compensation, he shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his previous job and rate of pay for a period of one (1) week, to see if he is able to do the job he held at the time of the injury.

22.02 If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks notice. This section is subject to the Grievance Procedure.

22.03 Any employee hired to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee he is replacing, unless another opening is available for him.

22.04 If an employee is placed in a lower category on his return to work after having been on Compensation, and it is proven that his accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified job rate of pay he held at the time of the injury.

## **23. SAVINGS CLAUSE**

23.01 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.

23.02 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 for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.



23.03 It is agreed by the parties that there shall be no strike or work stoppage or slow down of any kind over this issue, and there shall be no lockout or similar action of any kind because of such invalidity or restraint.

**24. INSPECTION PRIVILEGES**

24.01 An authorized Agent of the Union shall have access to the Employer's establishment during working hours at times agreed to with the Employer, whenever possible, for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

**25. SANITARY FACILITIES, ETC.**

25.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and waterless hand cleanser and towels in sufficient quantity, with toilet facilities and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

25.02 Clothes closets or lockers of a suitable size for the protection of employee's clothes and personal belongings shall also be provided.

25.03 The Warehouse and Office shall be adequately heated and ventilated.

**26. SAFETY AND HEALTH**

26.01 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 Service Vehicle, if such is required.

26.02 Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the Manager immediately, or as soon as practicable, and a complete record of all such cases must be kept by the Manager, or a person designated by him.

26.03 Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein shall have the right to speak to his superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.

26.04 An employee becoming ill during a regular work shift shall be permitted to go home or see his doctor and the matter shall be recorded by the appropriate supervisor or manager. The Employer may request that the employee provide a doctor's certificate if the employee is frequently requesting permission to be off work.

26.05 If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

26.06 In the event that such allergy or recurring illness adversely affects the ability of the employee or his colleagues to carry out his or their duties effectively, such allergy or recurring illness may be considered a legitimate reason for the Employer to terminate the employment of the employee or to employ him in a capacity in which he is able to discharge his duties effectively without adversely affecting his colleagues and, in such a case, he shall be paid the prevailing salary for such capacity.

**27. BONDING**

27.01 If, the Employer requires an employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer as a condition of employment, and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

**28. MANAGEMENT**

28.01 The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, discharge for cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling and to make rules and regulations considered by the Employer to make for efficient operation.

28.02 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.

**29. LABOUR-MANAGEMENT MEETINGS**

29.01 To facilitate the development and the maintenance of good Employer co-operation and understanding through which a degree of efficiency in the search for solutions to different view points may be achieved, there shall be established a Labour-Management Consultation Committee. Members of the said Committee shall be made up of equal numbers representing management and employees from within the bargaining unit.

**30. HEALTH AND WELFARE AND PENSION PLANS**

30.01 Effective July 1<sup>st</sup>, 2003, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:

- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;

- (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
- (a) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
  - (b) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental benefits;
  - (c) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

30.02 The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

30.03 It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

30.04 It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

30.05 The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C. Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out

Group Life Insurance \$80,000.00

Accidental Death, Disease, Dismemberment Insurance An amount equal to the Group Term Life Insurance

Short Term Disability 66\_% of weekly salary. Minimum of \$160.00 to a maximum of \$500.00 to be paid on a first (1<sup>st</sup>) day accident, fourth (4<sup>th</sup>) day sickness, 52 week duration basis (1/4/52).

Long Term Disability 75% of monthly salary to a maximum of one thousand six hundred dollars (\$1,600.00). Effective July 1<sup>st</sup>, 2004 75% of monthly salary to a maximum of one thousand seven hundred dollars (\$1,700.00).

Dental Care Basic (Part A) - 100% coverage  
Major Restorative (Part B) - 75% coverage  
Orthodontic (Part C) - 50% coverage

Extended Health Care \$25.00 deductible, 100% reimbursement above deductible with vision care.

Prescription Drugs Eye exams to be covered.  
Included with Extended Health Care and reimbursed subject to the terms of that benefit.

30.06 The Employer agrees to pay up to \$25.00 per calendar year upon presentation of receipts up to \$25.00 to cover the cost of any applicable deductible concerning the Extended Health portion of the Health and Welfare Plan.

30.07 However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.

30.08 The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.

30.09 The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.

30.10 For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage, Extended Health Care Benefit and Prepaid Prescription Drug Benefit if applicable and the Group Term Life Insurance Benefits. This lay-off provision shall take effect on the first (1<sup>st</sup>) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of three (3) months.

30.11 The full cost of Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.

30.12 The Employer agrees to continue the Sick Leave Plan along the following lines:

Each employee shall be entitled to one (1) day paid sick leave in respect to each twenty-two (22) days worked on an accumulated basis. Such entitlement shall not exceed twelve (12) days in each year of the Agreement. Any employee found to be taking sick leave without due cause shall be subject to discharge. It is further agreed that the employee may at the end of the year have the option of the following when an accumulation of days remain:

- (a) Receive the equivalent in monies for days accumulated, or
- (b) Receive the equivalent in days off with pay at a later date that has been mutually agreed to by both parties, or
- (c) Failing agreement on the days off as per (b) herein shall receive the days off with pay in conjunction with their annual vacation.

Further it is agreed that all employees shall receive the equivalent of the accumulated days in monies when they are terminated or laid off.

30.13 **Pension Plan**

1. Commencing with the first (1<sup>st</sup>) day of July 1986, and for the duration of the current collective agreement between the Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan for each employee working in job classifications covered by the collective bargaining agreement equal to nine and one half percent (9 ½%) of his gross earnings received from the Employer. Effective July 1<sup>st</sup>, 2004 the nine and one half percent (9 ½ %) shall be increased to ten percent (10%).

2. The Employer agrees to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust, including as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.

3. It is understood that contributions shall be payable in respect to the gross earnings of employees from the first (1<sup>st</sup>) day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees and regardless of whether or not they are members of the Union. It is further understood that gross earnings shall mean all amounts paid to an employee which are reported as earnings to the employee on a T-4 slip (or equivalent form should the designation of this form be changed) but shall not include amounts included as earnings on the T-4 slip which are taxable benefits.
4. Contributions along with a list of employees for whom they have been made, the amount of gross earnings and the contributions in respect to the gross earnings for each employee, shall be forwarded by the Employer to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Trust Fund and Plan and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.
5. Each Employer shall permit upon the request of the Union or the Trustee, an auditor employed by either the Union or the Trustees, to carry out an audit of the Employer's accounting and other records to ensure that the Employer is paying to the Trustees all contributions due under the terms of the collective agreement.
6. The Employer shall also complete such forms and provide such information as the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the Plan.
7. It is understood that:-
  - (i) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.
  - (ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

**31. ARTICLE HEADINGS**

31.01 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.

**32. TRANSPORTATION**

32.01 No employee shall be required to use his car on Employer business, but an employee may, by agreement with the Employer, use his car on such business. For such use he shall receive 46¢ per km. effective August 1<sup>st</sup>, 2003 and future

updates per CEMA bi-annual analysis by Runzheimer of Canada updates implement first Monday following January 1 and July 1. per km. for car allowance in addition to reasonable allowance for out of town accommodation, meals and parking fees.

**33. MEDICAL EXAMINATIONS**

33.01 Any medical examination requested by the Employer shall be promptly complied with, by all employees, provided however, that the Employer shall pay for all such examinations and time involved at the applicable rates. 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.

**34. EMPLOYER'S TRUCK MAINTENANCE AND SAFETY**

34.01 It is to the mutual advantage of both the Employer and the employees that employees shall not operate Employer vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management and, in respect thereto the Employer agrees to the following.

34.02 If the Employer has deliveries or pick ups made which are under the control of the Employer, the Employer shall either (a) lease, buy or rent trucks without drivers and have employees of the Employer drive same or (b) use the services of a firm provided they have a contract with the Teamsters Union and the rates and terms are comparable to like companies.

34.03 If a driver is charged improperly for a violation of traffic laws while working and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages. However, if the employee is found guilty, he shall pay his own legal fees and not be entitled to wages lost.

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

35.01 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.

35.02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.

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

35.04 If an employee is required to take time off during working hours to consult a doctor, chiropractor, or whatever in regard to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay for Warehouse and Fieldmen and seven (7) hours pay for Office Staff.

35.05 When an employee is temporarily removed from his regular work, and placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail. It is also agreed that commencing the fifth consecutive week of performing any or all of another employee's duties an employee is considered to be placed on other work and is entitled to the other employee's rate retroactively to the beginning of the first week.

35.06 Each employee hired under a specific classification shall immediately he commences work be paid the rate for that classification and no employee shall be paid less than the rate as set out in this Agreement for such classification.

**36. SOLICITATION OF FUNDS**

36.01 There shall be no coercion or intimidation of employees by the Employer in the solicitation of funds for charity or other purposes. Employees shall be free to determine by their own accord if they desire or not to contribute.

**37. PAID ELECTION TIME OFF**

37.01 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.

**38. RETROACTIVITY**

38.01 The wage rates herein effective shall be paid from July 1<sup>st</sup>, 2003, and shall be fully retroactive to all persons for each hour they worked and have been paid subsequent to June 30<sup>th</sup>, 2003.

38.02 Such retroactive shall be paid within thirty (30) days of the signing of this Agreement.

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.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART



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

| <b>CLASSIFICATIONS</b>   | <b>EFFECTIVE<br/>JULY 1, 2003</b> | <b>EFFECTIVE<br/>JULY 1, 2004</b> |
|--------------------------|-----------------------------------|-----------------------------------|
| Fieldman 1               | \$22.94                           | \$23.40                           |
| Warehouseman             | \$21.82                           | \$22.26                           |
| Checker (within breaker) | \$17.05                           | \$17.39                           |
| Promotions Coordinator   | \$26.53                           | \$27.06                           |
| Accountant               | \$22.43                           | \$22.88                           |
| Accounting Clerk         | \$19.40                           | \$19.79                           |
| Computer Operator 1      | \$20.62                           | \$21.03                           |
| Computer Operator 2      | \$18.82                           | \$19.20                           |
| Secretary                | \$21.23                           | \$21.65                           |
| Clerk 1                  | \$18.82                           | \$19.20                           |
| Clerk 2                  | \$17.60                           | \$17.95                           |

**NOTE:** Fieldman 1 and Promotions Co-Ordinator are specific posted jobs, they are not time triggered classifications.

**NOTE:** New postings or hires in Fieldman 1 to qualify after 1,000 hours actually worked in the position, at a training rate 5% less than full rate.

**LETTER OF UNDERSTANDING**

**BETWEEN:**            **B.C. EGG MARKETING BOARD**  
#150 - 32160 South Fraser Way  
Abbotsford, B.C. V2T 1W5

PARTY OF THE FIRST PART

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

PARTY OF THE SECOND PART

The parties agree and understand that part-time employees are excluded from coverage under Article 30, Health and Welfare Plan, unless they work sixty (60) hours or more in any given month.

The parties further understand that due to the fact that the realization of the aforementioned sixty (60) hours may be sporadic and unpredictable in nature such employees may receive coverage in the month following the sixty (60) hours worked. This coverage will be as described in Article 30.10 of the Agreement.

DATED AT Vancouver, B.C. this            day of            , 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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