

**COLLECTIVE AGREEMENT**

**BETWEEN**

**552417 BRITISH COLUMBIA LTD.  
(English Bay Blending)**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**April 1st, 2002 - March 31st, 2005**

**DON McGILL  
Secretary-Treasurer**

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

**BETWEEN: 552417 BRITISH COLUMBIA LTD.  
(English Bay Blending)**

a body corporate duly incorporated  
under the laws of British Columbia  
and having its place of business at  
1066 Cliveden Avenue, Delta,  
Province of 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. JURISDICTION AND RECOGNITION**

1.01 The Employer recognizes and agrees that the Union is the sole bargaining agent for all employees of the Employer at 1066 Cliveden Avenue, Delta, except Office Staff and Salesmen. The Employer further agrees that all persons performing services for the Employer at and from the above address, except Office Staff and Salesmen, shall be employees of the Employer and must be covered by the terms of Article Three (3) herein. This is interpreted to mean that the Employer shall not sub-contract out any work normally performed, or work that can be performed by employees of the Employer, excluding work that the Employer might, through franchise arrangements, have done outside of the Province of British Columbia.

1.02 Also, it is agreed that the above provisions shall not preclude Supervisory Personnel from assisting the foreman and/or other employees in setting up the various packaging machines and other necessary work to be done.

**2. TERM OF AGREEMENT**

2.01 This Agreement shall be for the period from and including April 1st, 2002 to and including March 31st, 2005. Either party to this Agreement may, within

four (4) months immediately preceding March 31st, 2005, give to the other party, written notice to commence collective bargaining.

2.02 After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Industrial Relations Act, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

2.03 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.

### **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.

3.02 The Employer agrees it shall not interfere with, restrain, coerce, or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.

3.03 The Employer agrees that when it does hire new employees who are not referred by the Union, the Employer shall require such new employees to fill in the required Union membership, death benefit cards and such other documentation as may be required under this Agreement. Forms required by the Union shall be mailed to the Union office as soon as possible.

3.04 All employees shall be required to be a member in good standing of the Union as a condition of continued employment.

3.05 Notwithstanding Article 3.04, the Company shall not be required to discharge any employee to whom membership in the Union has been denied or terminated on some ground other than the refusal of such employee to tender the initiation fee and dues uniformly required in order to acquire or maintain membership in the Union.

### **4. MANAGEMENT RIGHTS**

4.01 The Management of the Employer's business and factory, the direction and promotion of the working forces, the right to hire, promote and demote, to

suspend or discharge for just cause, layoff, assign and reassign employees to jobs, to increase and decrease the working forces, to determine the commodities to be handled, produced or manufactured, the schedule of production, to determine the methods, processes and means of production and handling, the use of improved methods and machinery are vested exclusively with the Employer. The Union acknowledges that it is the right of the Employer to establish from time to time reasonable rules and regulations to be observed by the employees. These Management rights shall not be used to discriminate against employees or to evade the provisions of this Collective Agreement.

**5. DEDUCTION OF DUES, ETC.**

- 5.01 All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with its Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- 5.02 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, fees and assessments to be deducted. The Employer shall delete from this list the names of any employees who have been terminated since the previous list and also add the names of any new employees within the bargaining unit.
- 5.03 The Employer shall pay over to the Secretary-Treasurer of the Union, not later than the 10th day of the month following deduction, all monthly dues, fees and assessments deducted from the respective employees. One copy of the checkoff list as above mentioned shall accompany the payment.

**6. LEAVE OF ABSENCE**

- 6.01 An employee shall be allowed up to thirty (30) working days of leave of absence without pay for personal reasons, if:
- (a) the employee requests such leave in writing from the Employer;
  - (b) the leave is for a good reason and does not interfere with operations;
  - (c) the employee has at least one year's seniority; and,
  - (d) at least two full years have lapsed between requests for leave of absence by same employee;
  - (e) when an employee suffers an injury whether on the job or not or suffers any illness preventing him from reporting to work he will notify the Employer at the earliest possible time whereupon he will automatically be granted leave of absence until such time as his Doctor states he can return to work subject to the limits stated in paragraph 17.08 (e);
  - (f) where extenuating circumstances exist the Employer may agree to extend the leave of absence beyond the normal thirty (30) days allowed, and/or waive the provisions of 6.01 (d);
  - (g) in any instance where an employee accepts other employment without the consent of the Employer, when on leave of absence for any reason, his or her employment may be terminated, subject to proper proof of same.
- 6.02 Up to two (2) employees per occasion may be granted a leave of absence without pay for the purpose of attending conventions or other Union

functions, provided the Employer has been notified at least two (2) weeks in advance of a request for such leave of absence. Leave of absence under this provision is limited to twenty (20) man days per calendar year.

**7. UNION REPRESENTATION**

7.01 The Union shall have the right to appoint or elect up to one (1) Shop Steward and one alternate Shop Steward for each shift (collectively the Shop Stewards and the alternate Shop Stewards are referred to as "Shop Stewards").

7.02 The Union shall notify the Employer in writing of the names of the Shop Stewards.

7.03 Shop Stewards shall be employees who have acquired at least six (6) months' seniority with the Employer and shall be employees who are actively employed by the Employer during their term of office.

7.04 Shop Stewards may leave their work without loss of pay to attend to Union business subject to the conditions below:

- (a) Such business must be between the Union and the Employer;
- (b) The time shall be devoted to the prompt handling of necessary Union business;
- (c) All employees shall obtain the permission of the Supervisor concerned before leaving his work, provided that the Supervisor shall not unreasonably withhold such permission;
- (d) The time away from productive work shall be reported in accordance with the time keeping methods of the Employer.

7.05 The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees who shall be employees who have acquired at least six (6) months' seniority with the Employer and shall be employees who have been actively employed by the Employer along with Representatives of the Union.

7.06 An authorized Agent of the Union shall with the consent of the Manager have access to the Employer's establishment during normal business days for the purpose of communicating with the employees provided, however, there is no interruption of the working schedule.

**8. UNION NOTICES**

8.01 The Employer shall provide a Notice Board for the exclusive use of the Union for posting Union notices of direct interest to the employees.

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;
- (c) Copies of the Employer's Welfare Plan and Sick Leave provisions, with details as to when employees are eligible and who to see if they desire to have coverage of the Welfare Plan.

**9. CONFLICTING AGREEMENT**

9.01 The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the provisions of this Agreement, or any statute of the Province of British Columbia. Any such agreement will be null and void.

9.02 The employees' wages, benefits, entitlements, and all other rights during employment or upon termination of employment are exclusively set forth in this Agreement, subject to such entitlements not contained herein which are provided for by statute or entitlements contained herein which are modified by statute. This provision is not to be interpreted as providing any entitlement and/or modified entitlement not intended to be provided by statute to employees covered by a collective agreement.

**10. PROTECTION OF RIGHTS**

10.01 The Employer shall not require any Union member hereunder to cross a legal picket line.

**11. TRANSFER OF TITLE OR INTEREST**

11.01 The parties hereto agree to be bound by the successor rights and obligations provided under Section 35 of the Labour Relations Code of the Province of British Columbia.

11.02 The Employer shall not require as a condition of continued employment, that any employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.

11.03 In the event that an employee provides a motor vehicle or other mobile equipment for use by the Employer, all reasonable costs, including depreciation to the said employee in connection therewith, while such motor vehicle or other mobile equipment is actually in use on behalf of the Employer, shall be paid by the Employer to the employee in addition to all wages payable hereunder.

11.04 It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement, within the Province of British Columbia.

**12. GRIEVANCE PROCEDURE**

12.01 There will be no written grievance until the employee has first given the

Supervisor an opportunity to adjust the complaint or disagreement.

- 12.02 It is the mutual desire of the Union and the Employer that any grievance arising between an employee or the Union, on one hand, and the Employer, on the other hand, with respect to the interpretation, application or alleged violation of this Agreement shall be adjusted as quickly as possible.
- 12.03 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within seven (7) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee and/or the Employer his rights under the Provincial Labour Statutes.
- 12.04 All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties after initial meetings between the parties.
- 12.05 A person in a managerial capacity may discuss a grievance with an employee. The employee, if he wishes, may have the Shop Steward or another employee present.

### **Step One**

The employee or the Shop Steward employed by the Employer shall take his grievance up with the Manager. Conversely the Manager if he has a grievance may take the said grievance up with the employee. Failure to resolve the matter at this stage will require the Manager to write to the Union office directly.

Failure to resolve the dispute at this stage shall automatically put the dispute into phase Step Two.

### **Step Two**

Should a solution not be reached in Step One then an Officer or Officers of the Union accompanied by the employee if he so wishes shall discuss the matter with the Plant Manager. This shall in no way prevent the Union from taking up the grievance without any or all employees taking up the matter or matters for personal reasons. If a solution is reached it shall be final.

### **Step Three**

If no solution is concluded by Step Two, either party may request that the question be submitted to a sole arbitrator. The party requesting arbitration shall notify the other party in writing. Within fifteen (15) days thereafter the

parties shall reach agreement on the sole arbitrator. If the parties are unable to reach agreement on the sole arbitrator, they shall then request the Minister of Labour for the Province of British Columbia to appoint a sole arbitrator. The parties shall be bound by the decision of the sole arbitrator.

The sole arbitrator shall receive and consider such material evidence and contentions as the parties may offer. In reaching his decision, the sole arbitrator shall be governed by the provisions of this Agreement.

The sole arbitrator shall not be vested with the power to change, modify or alter the terms of this Agreement. All grievances submitted shall present an arbitrable issue under this Agreement and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Agreement or which involves the determination of a subject matter not covered by or arising during the term of this Agreement.

In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the lifetime of this Agreement there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, of the normal operations of the Employer's business and the Employer agrees that there will be no lock-out. The terms STRIKE and LOCK-OUT shall mean Strike and Lock-out as defined by the Industrial Relations Act of the Province of British Columbia.

The expenses of the sole arbitrator shall be borne equally by the parties to the Arbitration.

12.06 A claim by an employee that he has been discharged or suspended without just cause shall be treated as a special grievance and shall commence at Step Two of the Grievance Procedure. A written statement of the grievance must be lodged with his supervisor within seven (7) working days after the employee ceases to work or commences his suspension, as the case may be, and such special grievance may be settled by:

- (a) confirming the Employer's action in dismissing or suspending the employee;
- (b) subject to the employee's duty to mitigate his damages, reinstating the employee with full compensation for the time lost; or
- (c) by any other arrangement which in the opinion of the Employer, the Union and the griever is just and equitable in the circumstances or by submitting the dispute to arbitration.

12.07 An employee may be discharged for just cause and his/her seniority shall be cancelled if the employee:

- (a) brings illicit drugs or intoxicating beverages onto the Employer's

- premises or consumes intoxicating beverages or uses illicit drugs on the Employer's premises;
- (b) removes from the Employer's premises, without proper authorization, property of the Employer or the property of any person employed on the premises of the Employer which shall include the removal of records or other materials;
  - (c) engages in fighting, physical assault or physical intimidation towards supervisors, other employees, customers or suppliers while on the premises of the Employer;
  - (d) intentionally rings the clock card of another Employee or falsifies any reports or records;
  - (e) causes wilful or unauthorized damage to property of the Employer or the property of another person that is on the Employer's premises.

12.08 Depending upon the circumstances, the parties hereto acknowledge and agree that offenses in addition to those listed in Article 12.07 may be just cause for an employee's discharge.

12.09 When an employee has been given notice of dismissal and the circumstances permit, the employee will be allowed to meet with the Shop Steward for a reasonable period of time (not to exceed 30 minutes) before the employee leaves the Employer's premises.

12.10 Any discharged employee, within seventy-two (72) hours of his discharge, may request in writing that the Employer give him the reasons for his discharge and the Employer will give such reasons to him in writing within seventy-two (72) hours of such request.

### **13. TECHNOLOGICAL OR PROCEDURE CHANGES**

13.01 In the event the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedure 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. Cost of such test to be borne by the Employer. Such employee being trained must show reasonable progress to continue training and that training shall continue to a maximum of twenty-five (25) working days.

13.02 Any employee taking such a test is entitled to know the results of such test. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment.

13.03 Full time 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 severance 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. This shall not apply, however, when an employee resigns or is discharged for just cause.

13.04 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, however, choose to retain recall rights for one (1) additional six (6) month period, (one (1) year maximum) thereby delaying the collection of severance pay.

13.05 Whenever there is a significant change in job content or working conditions, the Employer 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.

### **14. PAY DAY AND PAY STATEMENTS**

- 14.01 All employees covered by this Agreement shall be paid on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment. All monies shall be paid to each employee not later than the employee's quitting time on the regular pay date.

- 14.02 The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect to all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked (either time and one-half or double time), the rate of wages applicable, and all deductions made from the gross amount of wages.
- 14.03 The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

**15. ANNUAL VACATIONS**

- 15.01 (a) Vacation entitlement shall be determined based on the last date of hire. Employees commencing employment prior to April 1, 1990 shall be covered by Articles 15.02 **through** 15.13. Employees who commence employment after March 31st, 1990 shall earn vacation time in accordance with Articles 15.15 **through** 15.18.
- (b) During the period of February 1st to March 31st, of each year, the Employer shall post a Vacation Calendar and each employee in order of seniority shall apply for his vacation indicating the time the vacations are desired. In recognizing distribution of prime time (July and August) an employee may schedule up to two (2) weeks of his vacation during prime time. All other vacation entitlement may be taken in one (1) unbroken period, provided such absence does not interfere with normal operations.
- (c) Once the vacation calendar is completed, the listed vacations shall not be altered except by mutual consent of the employee and the Employer.
- (d) Late application for vacations may result in the outstanding holidays being allocated at the discretion of the Employer.
- 15.02 (a) The vacation year shall be from January 1st to December 31st.
- (b) Employees who commenced employment prior to March 31, 1990 shall receive vacations the following year on a pro-rated basis and **be** paid accordingly. (See Schedule "A" below.)
- (c) An employee's last date of hire shall be used as the date to calculate an employee's vacation entitlement when qualifying under Sections below. Such employees shall receive their additional vacation entitlement and payment following their qualifying anniversary date. (See Schedule "B" below.) This additional vacation entitlement may be

taken immediately following qualification, but must be taken before the 31st of December the year of qualification where practical. The pro-rating payment schedule will be as follows:

Employee's Starting Month	Schedule "A"	Schedule "B"
	Days Earned the Following Year during First Year of Entitlement	Days Earned the Year of Increased Entitlement
January	10	5
February	10	5
March	10	5
April	9	4 ½
May	8	4
June	7	3 ½
July	6	3
August	5	2 ½
September	4	2
October	3	1 ½
November	2	1
December	1	½

- 15.03 Employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks' vacation with eighty (80) hours' pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.04 Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) consecutive weeks' vacation of twenty-one (21) days with one hundred and twenty (120) hours' pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.05 Employees who have previously completed or subsequently complete five (5) years as an employee shall receive sixteen (16) working days vacation with pay at the rate they were receiving at the date of taking their vacation, or six point four percent (6.4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.06 Employees who have previously completed or subsequently complete six (6) years as an employee shall receive seventeen (17) working days vacation with pay at the rate they were receiving at the date of taking their vacation, or six point eight zero percent (6.80%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.

- 15.07 Employees who have previously completed or subsequently complete seven (7) years as an employee shall receive eighteen (18) working days vacation with pay at the rate they were receiving at the date of taking their vacation, or seven point two percent (7.2%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.08 Employees who have previously completed or subsequently complete eight (8) years as an employee shall receive nineteen (19) working days vacation with pay at the rate they were receiving at the date of taking their vacation, or seven point six percent (7.6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.09 Employees who have previously completed or subsequently complete nine (9) years as an employee shall receive twenty (20) working days vacation with pay at the rate they were receiving at the date of taking their vacation, or eight point zero percent (8.0%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 15.10 Employees who have previously completed or subsequently complete fifteen (15) years as an employee and thereafter as an employee shall receive five (5) weeks' vacation of twenty-five (25) days with two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- 15.11 It is understood that employees qualifying under 15.05, 15.06, 15.07, 15.08, and 15.09 herein shall receive three (3) weeks' vacation with pay as per 15.04 herein plus one (1), two (2), three (3), four (4), or five (5) days vacation with pay, as the case may be. Employees shall be entitled to such extra days upon the occurrence of the applicable anniversary date.
- 15.12 For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of sixteen hundred (1600) hours in a calendar year, he shall be eligible for vacations as above set forth. If less than 1600 hours have been worked, the employee shall be entitled to the vacation time as above set forth, however, the applicable percentage rate of pay only shall apply.
- 15.13 Legitimate absence due to illness or injury up to a maximum of four (4) months shall be credited as time worked for the purposes of entitlement to vacation.
- 15.14 Notwithstanding Articles 15.02 **through** 15.13 in calculating vacation

entitlement service for the period April 1, 1990 through March 31, 1992 shall not be recognized. Service as an employee from and after April 1, 1992 shall be recognized in calculating vacation entitlement.

- 15.15 Employees who have previously completed or subsequently complete one (1) year or more, but less than five (5) years as an employee, shall receive two (2) consecutive weeks' vacation with four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation.

- 15.16 Employees who have previously completed or subsequently complete five (5) years or more, but less than ten (10) years as an employee, shall receive three (3) weeks' vacation with six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation.
- 15.17 Employees who have previously completed or subsequently complete ten (10) years or more, but less than twenty (20) years, shall receive four (4) weeks' vacation with eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving their vacation.
- 15.18 Employees who have previously completed or subsequently complete twenty (20) years or more shall receive five (5) weeks' vacation with ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving their vacation.
- 15.19 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of gross earnings to date of termination.
- 15.20 In the event of an employee leaving the employ of the Employer after he has had his earned vacation for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid. However, if he is discharged for just cause, he shall only receive four percent (4%).
- 15.21 Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated and shall include all wages, as defined in the **Employment Standards Act** of British Columbia. Also a cheque for the appropriate vacation pay the employee is entitled to.

**16. GENERAL HOLIDAYS**

- 16.01 It is agreed that all employees who have been on the payroll not less than fifteen (15) days worked shall be entitled to the following General Holidays without deduction in pay:

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

- 16.02 Any employees required to work on a General Holiday, as set out above,

shall in addition to their regular eight (8) hours' pay receive double time, i.e. triple time, for eight (8) hours and overtime.

16.03 It is agreed that the above General Holidays will take place when specified as legal Holidays by the Federal or Provincial Government.

- 16.04 Any active employee absent from work on the last day preceding and/or the next day subsequent to the holiday as a result of sickness shall receive their holiday pay, providing they furnish the Employer, if requested, a doctor's certificate certifying that the sickness prevented the employee's presence on either or both of these days.
- 16.05 If any employee is absent from work on such preceding or subsequent day, for any cause other than the above, he shall not receive General Holiday Pay unless granted leave of absence by the Employer within seven (7) days immediately prior to the General Holiday. However, any regular employee who is laid off within seven (7) days of the General Holiday shall be paid for the Holiday.
- 16.06 Where a General Holiday falls on an employee's regular day off or during a scheduled vacation, the employee shall be granted a day off with pay on the employee's next scheduled working day, or on such other day as is mutually agreed to by the Employer and the employee.

**17. SENIORITY AND PROMOTIONS**

- 17.01 In dealing with transfers, promotions, layoffs and recall, ability and all relevant factors being equal, seniority shall be the governing principle.
- 17.02 When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in reverse order in which they are laid off, provided the senior employee has the necessary qualifications and ability to perform the work available.
- 17.03 One (1) day's advance notice will be required for layoffs, except in cases of emergency beyond the control of the Employer. Failure to give the one (1) day's advance notice shall obligate the Employer to pay those employees an additional eight (8) hours' pay.
- 17.04 When a vacancy occurs or promotion is necessary, the Employer may make a temporary appointment, for a period not to exceed forty-five (45) days, to fill the job.
- 17.05 In the event the Employer decides to fill a vacancy or if the Employer creates a new position in the bargaining unit, such vacancy or new position will be posted for a period of three (3) Working Days during which time employees desiring such job shall apply in writing, except that employees then absent whether on vacation, leave of absence, compensation or through illness, and provided such absence does not exceed one (1) month, shall have the privilege of applying immediately on their return to work.

- 17.06 Should the Employer determine that the successful applicant is unsuitable within twenty-five (25) working days of being assigned the position, the applicant shall be returned to his former position.
- 17.07 An employee may decline to accept the job for which the employee applied within five (5) Working Days following commencement of the employee's appointment to the job and return to the employee's former job.
- 17.08 Seniority shall be determined as of the date the employee commences with the Employer and a break in seniority or continuity of service shall result from any of the following:
- (a) discharge for cause;
  - (b) resignation or termination of service by voluntary act of the employee;
  - (c) if an employee on layoff upon being notified of his recall to work by registered mail fails to return to work within seven (7) calendar days from the date the Employer requested him to return to work;
  - (d) layoff for a period of more than six (6) months;
  - (e) approved absence for a period of more than six (6) months, except in the case of illness or injury, supported by a medical report, the period may be extended a further nine (9) months by mutual agreement between the Employer and the employee;
  - (f) if he fails to return to work upon the termination of an authorized leave of absence;
  - (g) if he accepts gainful employment while on an authorized leave of absence without first obtaining consent of the Employer in writing;
  - (h) if he is absent from work for more than two (2) consecutive scheduled working days without notifying the Employer unless unable to do so due to circumstances beyond employee's control.
- 17.09 New employees shall serve a probationary period of thirty (30) days worked before acquiring seniority rights under this Agreement. Such employees shall be reviewed during the probationary period. Employees shall have no seniority during this period and may be terminated at will by the Employer. In the event that a new employee successfully completes his probationary period, then seniority shall date back to his last date of hire.

## **18. EATING AND REST PERIOD**

- 18.01 No employee shall be worked longer than four (4) hours without at least a half (1/2) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. The lunch room shall be of an adequate size to accommodate all employees.
- 18.02 An employee on each shift shall be assigned to prepare coffee or hot water prior to lunch or rest periods, and to clean up the lunch room following said period.

18.03 Two fifteen (15) minute paid rest periods shall be granted to employees who work their full shift. One rest period will be in the first half of the shift and the second will be in the second half of the shift. Any employee working two (2) hours or more on overtime shall receive a fifteen (15) minute rest break without loss of pay to be taken at a time determined by the Employer.

18.04 Any employee who works a minimum of two (2) hours overtime during the first two and one-half (2 1/2) hours immediately following the normal work day shall receive a meal allowance of \$6.00. This allowance will be paid on the days worked. Employees shall not be paid for time off for the purpose of eating a meal.

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

19.01 The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid overtime rates and shall not be construed as a guarantee of any specified number of hours of work either by day or by week.

19.02 The Employer and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday inclusive.

19.03 Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

(a) Time and one-half (1 1/2) for the first two (2) hours after the regular shift and double time thereafter, Monday to Friday inclusive. Time and one-half (1 1/2) for the first four (4) hours on Saturday and double time thereafter. Double time shall be paid for all time worked on a Sunday.

(b) Employees called in to work, and receiving less than four (4) hours work shall be paid for four (4) hours. However, if four (4) hours work is not available at the job, an employee shall perform such work for the remaining period of time as may be assigned to him.

(c) When an employee meets with an accident at work and is unable to work on the advice of a qualified First-Aid attendant or physician, he or she shall be paid a full day's wages for the day of the accident.

19.04 The Employer shall install and maintain a proper time clock and cards so there will be no dispute as to what time each employee works. Time and/or overtime shall be credited to the nearest ten (10) minutes.

19.05 If an employee arrives more than thirty (30) minutes late for work, it will be the decision of the Employer as to whether the employee may work that day. If the decision is negative, the Employer will not be obligated to pay wages for that day.

19.06 **4 - 10 Hour Shifts**

Notwithstanding the other provisions of this Agreement, in the event that a work week of four (4) ten (10) hour shifts is introduced, the following guidelines shall apply:

- (1) Notice of change to or from a 4x10 schedule will be given through the normal posting procedure for shift schedules.
- (2) Daily overtime (in excess of 10 hours) shall be at time and one-half (1 ½X) for the first hour and double time (2X) thereafter.
- (3) The first five (5) hours worked on the fifth (5<sup>th</sup>) day will be paid at time and one-half (1 1/2X) and double time (2X) thereafter. A minimum of five (5) hours will be guaranteed if scheduled to work on a fifth (5<sup>th</sup>) day. In the event of a Tuesday to Friday 4X10 shift, overtime on Saturday and Sunday will be paid as per 19.03(a).
- (4) 4X10 shifts shall be staffed by those employees who would be normally scheduled to work on the jobs on the shift which are changed from 5X8 to 4X10.
- (5) If a General Holiday is observed on a 4X10 employee's day off, the employee will have the option of receiving ten (10) hours pay or a day off with pay, at a time mutually agreed between the Employer and the employee.
- (6) 18.02 and 18.03 shall be applied in a mutually agreeable manner that provides employees the same amount of paid time off for rest periods during the 4X10 work week as they enjoy in the 5X8 work week schedule. 18.01 shall be applied to provide one (1) unpaid lunch period at a time mutually agreed.
- (7) There shall be no incremental cost to the Employer resulting from the implementation and/or discontinuance of a 4X10 work week; and/or an individual employee(s) changing to/from a 4X10 schedule.
- (8) Either party may cancel such work week by providing the following written notice. The Union shall give a minimum of one (1) week's notice to be effective the subsequent Monday. The Employer shall give a minimum of three (3) days' notice, effective the following Monday.

**20. SHIFT DIFFERENTIAL**

20.01 Employees who work on afternoon shift (i.e. a shift which commences after 11:00 a.m.) shall work eight (8) hours and be paid sixty cents (60¢) per hour in addition to their regular rate of pay. Employees who work a night shift (i.e. a shift which commences after 9:00 p.m. and before 6:00 a.m.) shall work eight (8) hours and be paid eighty cents (80¢) per hour in addition to their regular rate of pay.

**21. UNIFORMS**

21.01 The Employer shall provide, free of charge, the following items of wearing apparel:

Males - At least two (2) pair of coveralls per week.

Females - At least two (2) smocks per week.

21.02 These items of wearing apparel shall be serviced by a Company having a contract with the Teamsters Union, provided price and service are competitive.

21.03 The Employer will reimburse employees up to \$90.00 per calendar year for the purchase of safety shoes for use by the employee at work. Reimbursement shall only be made if the employee provides to the Employer satisfactory evidence of purchase. Employees shall be required to wear safety shoes while at work.

**22. COMPENSATION COVERAGE**

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

22.02 If, after that time, it is proven to the Employer, 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.

**23. SEPARATION OF EMPLOYMENT**

23.01 If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge.

23.02 If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.

23.03 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 terminated.

**24. BONDING**

24.01 If the Employer requires any employee to be bonded, then the Employer shall make arrangements with a recognized bonding firm to bond the employee, and the Employer shall pay all costs attached thereto. If the Employer's bonding firm will not bond an employee, that employee shall have the right to obtain a bond from another recognized bonding agency, provided however, that the cost to be borne by the Employer shall not exceed what the Employer normally pays. Any employee required to be bonded and unable to obtain a bond will be dismissed, subject to the Grievance Procedure.

**25. HEALTH AND WELFARE PLAN**

25.01 Effective April 1st, 2002, the Employer agrees to continue participating in a Health and Welfare Plan for all employees subject to the jurisdiction of the Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to

the plan 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:

from the first (1st) day of the month next following or coincident with the date which is three (3) months after the employee's date of employment contributions shall commence with respect to all benefits **except** Long Term Disability contributions which shall commence twelve (12) months after the employee's date of employment.

25.02 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 on their behalf.

25.03 It shall be the Employer's responsibility to supply all necessary administration forms to the employees.

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

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.
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Group Term Life Insurance Accidental Death and Dismemberment Insurance	One (1) x Salary An amount equal to the Group Term Life Insurance.
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Weekly Indemnity Benefits	As per <b>Employment Insurance Act</b> to end of week 15. Employer to continue such benefits for weeks 16 and 17.
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Long Term Disability	66 2/3% of monthly salary
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Benefits	to a maximum of \$1,500.00.
Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 50% coverage Part A and Part B combined
annual limit	of \$2,000
coverage	Orthodontics (Part C) - 50%
	Lifetime Limit \$1,500
Group Health Care Benefits	Nil deductible, 80% reimbursement with vision care
Prescription Drugs	Drug Card

25.05            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.

25.06            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.

25.07            For employees who are laid off, the Employer shall remit sufficient premiums to provide employees with M.S.P., E.H.B. and Life Insurance. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue for a period of six (6) months or until the employee is recalled. Disability benefits will discontinue as of the date of lay-off. However, in the event that such laid off employee becomes employed by another Employer, his lay-off coverage shall cease.

25.08            The cost of the Health and Welfare Plan shall be borne eighty-five percent (85%) by the Employer and fifteen percent (15%) by the employee.

25.09            During the term of this Agreement, the Employer shall have the right to market the Health and Welfare Plan. The Employer can implement a Corporate Plan, provided the benefits of such a plan would on balance be equal to or better than those currently in effect. Any dispute concerning the equivalency of the respective plans shall be submitted to an independent arbitrator whose decision will be binding on both the Employer and

the Union.

25.10 The Employer agrees to provide a Sick Leave Plan on the following lines:

- (a) Employees with at least one (1) year of continuous service as of January 1, 1990 and for each year thereafter shall be entitled to a maximum of four (4) days paid sick leave for the respective calendar year. Employees with less than one (1) year of continuous service who have completed their probationary period shall accumulate paid sick leave of one-half (1/2) day for each two (2) months continuous service, to a maximum of four (4) days.
- (b) Sick leave benefits shall be paid only for days lost from work due to non-compensable illness and must be supported by a Doctor's certificate, if requested.
- (c) Sick leave benefits will be paid for the first day lost due to illness and payment per day shall be at the rate of 100% of the employee's regular hourly rate times eight (8) hours.

**26. SAFETY, HEALTH AND MEDICAL EXAMINATIONS**

26.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

26.02 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 or her supervisor about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered the cause for a grievance to be handled through the Grievance Procedure.

26.03 Employees shall observe the rules of hygiene set by the Government Agencies and the Employer's Quality Control requirements, and observe the rules of cleanliness and good housekeeping in the facilities.

26.04 A posting will be made by the Employer for a First-Aid Attendant for which the following rates shall apply:

"AA" Ticket	- 60 cents per hour
"A" Ticket	- 50 cents per hour
"B" Ticket	- 40 cents per hour
"C" Ticket	- 30 cents per hour

This rate, for the appropriate ticket, will be in addition to his regular wage for all hours employed by the Employer to a maximum of eight (8) hours in any day and forty (40) hours in any week.

26.05 Management will appoint a First-Aid Attendant at their discretion and will pay for the cost of the necessary First-Aid course on successful completion by the candidate chosen. The employee who qualifies as above will perform his or her regular assigned tasks except when required as a First-Aid Attendant.

26.06 Any medical examination requested by the Employer shall be complied with by requested employees, provided the Employer pays for the cost of the examination and any time involved as a result of taking the examination. The Employer reserves the right to select its own medical examiner or physician. The Union may, if in its or the employee's opinion it is felt an injustice has been done an employee, have the employee re-examined at the Union's expense.

26.07 Where there is no agreement between the Employer's appointed physician and the employee's physician on the condition of the employee, the two physicians shall select a medical consultant to examine the employee with respect to the dispute. The findings of the consultant shall be final and binding on all parties. The remuneration of the consultant shall be borne equally by the Employer and the Union.

Should the consultant deem the employee to be capable of carrying on his regularly-assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly-assigned duties from the date the consultant deems the employee to have been capable of carrying on his regularly-assigned duties.

**27. ARTICLE HEADINGS**

27.01 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.

**28. WAGE RATES**

28.01 The wage rates for the effective period of this Agreement shall be as set out in Appendix "A" attached hereto.

28.02 All employees covered by this Agreement shall be

paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee commences his day's work, until he is released from duty by the Employer.

28.03 All newly hired employees shall receive fifty cents (50¢) per hourly wage less than the classified rate for the first sixty-six (66) working days, except for the student wage classification.

28.04 When an extra shift is required, Management will place someone in charge. If it is an employee coming under this Agreement, he or she shall be paid fifty cents (50¢) per hour in addition to the regular rate of pay, unless that person is already a Foreman. This position shall be subject to the provisions of Article 17.

28.05 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, if the work ordinarily carried out can be performed without further assistance.

28.06 All employees excluding students that are registered on the Employer's seniority list as at March 31st, 1988 are exempt from the effects of clauses 28.06 (a) and 28.06 (b).

(a) When an employee is transferred from work where the job rate is higher, his rate shall not be reduced for a period of twelve (12) weeks, including lay-off, after which the lower rate shall prevail.

Should the employee be temporarily returned to his former job during the above period, the number of days so spent on his former regular job shall be added to the above period. However, should the employee be temporarily returned to his former job during the above period for three (3) consecutive weeks or more, the above twelve (12) week period will recommence from the day he again returns to a lower rated job.

(b) When an employee is transferred to a lower rated job because of inability to perform the job, health or by employee request, then the lower rate of pay shall apply immediately.

**29. BEREAVEMENT LEAVE**

29.01 In the event of the death of an employee's spouse, child, mother, father, brother or sister, the employee, provided he has completed his probationary period, will be granted compassionate leave of absence with full pay for three (3) days.

29.02 In the event of the death of an employee's mother/father-in-law, sister/brother-in-law, grandparents, or grandchildren where the funeral occurs on a day that the employee is scheduled to work, the employee, provided he has completed his probationary period, will be granted that day or one (1) day leave of absence with full pay.

**30. JURY DUTY**

30.01 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where they are subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty or Witness duty shall, subject to this provision, make himself available for work before or after being required for such duty, whenever practicable.

All Jury Duty pay or Witness fees received by the employee from the Courts shall be reimbursed to the Employer.

**31. MATERNITY AND PARENTAL LEAVE**

31.01 An employee shall be entitled to maternity and/or parental leave as prescribed in the Employment Standards Act. Except as provided by legislation, leave of absence shall not exceed nine (9) months.

**32. SAVINGS CLAUSE**

32.01 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.

32.02 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 12 herein.

**33. GENDER**

33.01 In this Agreement, words using the masculine gender include the feminine.

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"

WAGE RATES

RATES PER HOUR

EFFECTIVE CLASSIFICATIONS	EFFECTIVE	EFFECTIVE	
	APR. 1/02	APR. APR. 1/04	1/03
<b>Machine Supervisor</b>			
- CURRENT EMPLOYEES	\$17.19	\$17.34	\$17.49
		9	
- *NEW HIRES	14.92	15.17	15.42
		15.42	
<b>Head Mixer</b>			
- CURRENT EMPLOYEES	17.19	17.34	17.49
		17.49	
- *NEW HIRES	14.92	15.17	15.42
		15.42	
<b>Shipper/Receiver</b>			
- CURRENT EMPLOYEES	17.19	17.34	17.49
		17.49	
- *NEW HIRES	14.92	15.17	15.42
		15.42	
<b>Mixer/Machine Set Up</b>			
- CURRENT EMPLOYEES	16.87	17.02	17.17
		17.17	
- *NEW HIRES	14.66	14.91	15.16
		15.16	
<b>Warehouse person (i.e. Order Filler)</b>			
- CURRENT EMPLOYEES	16.42	16.57	16.72
		16.72	
- *NEW HIRES	14.26	14.51	14.76
		14.76	
<b>Production</b>			
- CURRENT EMPLOYEES	15.94	16.09	16.24
		16.24	
- *NEW HIRES	13.86	14.11	14.36
		14.36	
<b>Janitor</b>			
- CURRENT EMPLOYEES	15.94	16.09	16.24
		16.24	

- *NEW HIRES	13.50	13.75
		14.00

**Summer Students**

- CURRENT EMPLOYEES	-	-	-
- *NEW HIRES	12.93	13.18	
		13.43	

\*Seniority Date of April 1, 1990 or later.

**Relief Mixer/Machine Operator**

Rate to be 50% of the difference between their job classification and the stated rate for the fully qualified position. This differential will also apply to students acting as Relief Mixer/Machine Operators. Should the employees revert back to their previous job then they revert back to their regular job classification and pay rate.

**LETTER OF UNDERSTANDING**

**BETWEEN: 552417 BRITISH COLUMBIA LTD.  
(English Bay Blending)**

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

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

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

The Grievance Procedure as provided in Article 12. of the Collective Agreement between the parties shall have the authority to make final and binding resolution to any and all disputes that arise regarding the application of "Bill 48 - 2002 Employment Standards Amendment Act 2002" and/or any subsequent "Bill" amending the ESA.

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

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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