

COLLECTIVE AGREEMENT

BETWEEN

SCOTT-BATHGATE LTD.

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2003 - December 31st, 2004

**DON McGILL
Secretary-Treasurer**

TABLE OF CONTENTS
SCOTT-BATHGATE LTD.

ARTICLE	PAGE
1. BARGAINING AGENCY AND DEFINITION	2
2. DURATION OF AGREEMENT	3
3. UNION SECURITY	3
4. DEDUCTION OF DUES, ETC.	4
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	4
6. SHOP STEWARDS	6
7. WORK CLOTHES, UNION PRODUCTS AND SERVICES	6
8. UNION NOTICES	7
9. CONFLICTING AGREEMENT	7
10. PROTECTION OF RIGHTS.....	7
11. TRANSFER OF TITLE OR INTEREST.....	7
12. GRIEVANCE PROCEDURE.....	8
13. JOB POSTING, ETC.	10
14. TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE	10
15. PAY DAY AND PAY STATEMENT, ETC.....	11
17. GENERAL HOLIDAYS	14
18. SEPARATION OF EMPLOYMENT	15
19. SENIORITY	15
20. DAYS AND HOURS OF WORK AND OVERTIME	16

(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 This shall not preclude Management personnel, in cases of bona fide emergency, or absence of any employee due to any reason covered by this Agreement, and a replacement is not available who can perform the job required, from temporarily performing work in the bargaining unit.
- 1.04 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, except for the purpose of job instruction, experimentation or in a production emergency. No work which the employees perform or can perform shall be sub-contracted out in any manner unless agreed to by both parties.

2. DURATION OF AGREEMENT

- 2.01 This Agreement shall be in full force and effect from and including January 1st, 2003, to and including December 31st, 2004, 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 For the purposes of the Labour Relations Code of British Columbia, the expiration date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Employer.

3. UNION SECURITY

- 3.01 The Union recognizes the right of the Employer to hire whomever he 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.
- 3.02 The Employer further agrees that he shall not employ in any job coming under this Agreement any person who is otherwise fully employed by another Employer, or any sub-contractor.
- 3.03 The Employer agrees however, that when he 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 forty-eight (48) 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 the 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.)

3.07 A Business Representative of the Union shall have access to the Employer's payroll records of employees in the bargaining unit, upon serving reasonable notice.

3.08 This Article shall not be applicable to employees hired for three (3) days or less.

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 as set out in 3.06 herein.

4.02 All employees referred to above will be required to sign an 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 man or woman who is serving as a Union delegate to any conference or function, 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 time. No employee who acts within the scope of the above paragraph shall 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.

- 5.03 When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave of absence, without pay, until such time as their doctor states they can return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.
- 5.04 If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer. However, no legitimate and reasonable request for a leave of absence will be denied.
- 5.05 In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his or her employment may be terminated, subject to proper proof of same.
- 5.06 When an employee suffers an injury or illness, which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their 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, and step-parents. In the case of mother and father-in-law, sister and brother-in-law, grandparents, and grandchildren the paid leave shall be limited to one (1) day.
- 5.08 Such leave will normally only be granted when required to make arrangements for or to attend the funeral.
- 5.09 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a Crown witness shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. 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.
- 5.10 When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence until such time as his job with the Union ceases.

6. SHOP STEWARDS

- 6.01 There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.
- 6.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violations of this Agreement.
- 6.03 The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations, as the representative of the employees, in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- 6.04 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. The Employer will give the Union like notice in the case where a Shop Steward is to be subject to layoff, advancement, transferred, or termination.
- 6.05 Shop Stewards shall be allowed to take up grievances during working hours.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- 7.01 The Employer shall provide and maintain for each employee, free of charge, the following:
- (A) A minimum of two (2) pair of coveralls or one (1) smock each week if requested by the employee.
 - (B) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (C) The Employer shall supply disposable smocks and spats as required in the case of dirty jobs.
 - (D) The Employer shall provide oil resistant leather boots for those persons employed in processing, subject to the employee first obtaining approval for the purchase and submitting a bill for repayment. The Employer will pay the sum of one hundred dollars (\$100.00) annually towards the purchase of approved work boots. New employees to complete six (6) months service before eligibility for safety boot allowance.

7.02 When outside trucking services, vending machines, uniforms, propane gas services or watchman patrol services are required, the Employer agrees to the principle of using services manned by the International Brotherhood of Teamsters, subject to the service requirements being met.

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 shall 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;
- (C) Copies of the Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

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, they 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 product or goods from any person, or employees of any person with whom a Union has a legal picket 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 Subject to the foregoing set out in 10.01 above, it is mutually agreed that there shall be no strike, lockout, slowdown, or other interruption of work, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

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, lease assignment, receivership or bankruptcy proceeding, 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 In the event the Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.
- 11.05 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.
- 11.06 In the event that an employee provides a vehicle for use by the Employer, all reasonable cost, including depreciation, to the said employee in connection therewith while such vehicle 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.

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 by the aggrieved

party. 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:

- (1) The employee, together with the Shop Steward, employed by the Employer, shall take his grievance up with the Foreman or Supervisor, as the case may be.
- (2) Should a solution not be reached by step (1), then an Officer or Officers of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Manager.

This shall in no way prevent the Union from taking up any grievance without any or all employees taking up the matter or matters for personal reasons or where it affects Union policy or the entire bargaining unit. If a solution is reached then this shall be final, and no other Management personnel shall have the right to overrule any decision made hereunder by the Foreman or Supervisor, if a decision is made under Step (1) to resolve a dispute. If no solution is reached, then a Union Officer shall submit in writing the Union's contention on the dispute and the Manager shall meet with the Union Officer to try to finalize the matter.

Failing settlement of the dispute at the stage where the Union Representative and the Manager meet, as set out above, the matter shall be taken to Arbitration as set out herein.

- 12.04
- (1) The party desiring Arbitration shall appoint a member of the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
 - (2) 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.
 - (3) 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 to appoint a third member.
 - (4) If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) 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 or suspension had not taken place, or if an Arbitration Board finds (or if at an earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed if he had been hired at the proper time, provided that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper layoff or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the

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

- (5) The Board of Arbitration shall have the power to determine whether a particular issue is arbitrable under this Agreement.
- (6) The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement.
- (7) Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will equally bear the expenses, if any, of the Chairman.

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

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 the 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 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.

13.02 Where the vacancy is a new job not heretofore done in the establishment, the Employer may establish a rate for such job. If the Union disagrees with such rate, same shall be settled by Arbitration as set out herein.

13.03 The Employer agrees to advise and discuss with the Union any decision to install new equipment prior to its installation.

14. TECHNOLOGICAL CHANGE, RETRAINING & 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 of such test to be borne by the Employer. 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 that would result in having to apply to Article 14.01 above.
- 14.03 The Employer agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.
- 14.04 Employees whose employment is terminated for any reason other than set out in 14.05 below shall, provided they have over two (2) years employment with the Employer, receive one (1) week's pay for each year of service over the two (2) years, to a maximum of twenty-six (26) weeks.
- 14.05 The above shall not apply if an employee is discharged for cause, resigns of their own accord or retires on a Company pension.
- 14.06 Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of twelve (12) months.
- 14.07 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 STATEMENT, ETC.

- 15.01 All employees covered by this Agreement shall be paid not less frequently than on an every second Friday basis, all wages earned by such employees to a day not more than six (6) 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 (either time and one-half (1 1/2) or double or triple time), 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 same shall be corrected on the following basis: if less than \$25.00, on the following pay cheque; if \$25.00 or over, it will be corrected immediately, and in any case not more than two (2) days from the pay date the error occurred.

15.04 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 1st 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 vacations on such list at a time same is desired, and such request must be completed by April 15th of each year.

New hired employees after September 28, 1994 to be capped at four (4) weeks vacation notwithstanding Articles 16.08 and 16.09. Current employees to continue with present vacation schedule.

16.02 Department or groupings of employees by the employees shall be permitted to ensure the receipt of vacations during prime time thus preventing interruption of Employer's operation. Such grouping will enable seniority in each group to prevail.

16.03 Vacations shall then be taken, if an employee so desires, between May 1st and Labour Day of each year, based on an employee's seniority in their Department as set out above.

16.04 An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.

16.05 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.

16.06 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.

- 16.07 Employees who have previously completed or subsequently complete eight (8) years as an employee and thereafter as an employee shall receive four (4) weeks' vacation of twenty-eight (28) consecutive days with one hundred and sixty (160) hours' pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- 16.08 Employees who have previously completed or subsequently complete fifteen (15) or more years of continuous service with the Employer shall receive five (5) weeks' vacation of thirty-five (35) consecutive days with pay during one (1) calendar year based on ten percent (10%) of their gross annual earnings, or two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, whichever is the greater.

- 16.09 Employees who have previously completed or subsequently complete twenty-one (21) or more years of continuous service with the Employer shall receive six (6) weeks' vacation of forty-two (42) consecutive days with pay during one (1) calendar year based on twelve percent (12%) of their gross annual earnings, or two hundred and forty (240) hours' pay at the rate they were receiving at the date of taking their vacation, whichever is the greater. However, only twenty-eight (28) consecutive days may be taken at any one time. Employees may request an extension of up to forty-two (42) consecutive days for a special occasion. Such request will not be unreasonably denied.
- 16.10 For the purposes 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 fifteen hundred (1500) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. If an employee has worked less than fifteen hundred (1500) hours vacation entitlement will remain, however, vacation pay will be calculated on the appropriate percentage of the previous year's earnings.
- 16.11 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- 16.12 In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive 4%, 6%, 8%, *10%, or *12%, as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid. *Does not apply to employees hired after September 28, 1994.
- 16.13 Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall include all overtime payments, 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.
- 16.14 Part time employees shall be entitled to vacations based on the calendar years of service they have with the Employer, regardless of the hours they work in each or any calendar year during this employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in Sections 16.05, 16.06, 16.07, *16.08, and *16.09 herein. *Does not apply to employees hired after September 28, 1994.

17. GENERAL HOLIDAYS

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

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

17.02 Each employee shall be entitled to a twelfth (12th) guaranteed General Holiday with pay at his current rate, provided that he has worked a minimum of six (6) months to be eligible, this Holiday can be a Floating Holiday at a time mutually agreed to between each employee and the Employer. If they are unable to agree on the date, the decision shall be the Employer's, provided it is in conjunction with the employee's regular days off.

17.03 If an employee is laid off, terminates or quits before receiving his day off described herein, he shall be paid a day's pay in addition to all other monies to which he is entitled.

17.04 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 employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

17.05 Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that shift, 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.

17.06 It is agreed that the General Holiday shall take place when specified as a legal Holiday by the Federal or Provincial Government.

17.07 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 with pay, or an extra day's pay at the Employer's option.

- 17.08 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.
- 17.09 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.
- 17.10 Employees will be paid for the General Holiday if they have earned wages or performed work on at least ten (10) of the previous thirty (30) days prior to the holiday occurring or one (1) of the five (5) days immediately following the holiday occurring. Any employee who qualifies for the Christmas Eve Holiday will automatically qualify for the Christmas Day, Boxing Day and New Year's Eve Holiday.

18. SEPARATION OF EMPLOYMENT

- 18.01 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.
- 18.02 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.
- 18.03 When an employee leaves the employ of the Employer for any reason, the Employer shall give to the employee his E.I. Severance Certificate.

19. SENIORITY

- 19.01 There shall be two (2) seniority lists; one (1) for the Warehouse staff and one (1) for the Factory staff, where applicable.
- 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).

Layoffs

- 19.03 Layoffs and re-employment shall be based on seniority in the entire warehouse and/or factory; 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 Partial layoffs shall not be used by the Employer, if layoffs become necessary the junior employees shall be laid off and the senior employees kept working for whatever hours are available.

19.05 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.

Probationary Period

19.06 A probationary period of thirty (30) calendar days shall apply in the case of new employees before seniority commences, and such employee may be laid off or terminated by the Employer, if they have just cause to do so. However, during such employment all Sections of this Agreement shall apply to him, including the Grievance Procedure.

19.07 After completion of the probationary period, regular full time employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.

19.08 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 laid off longer than twelve (12) months or accepts severance pay in accordance with Article 14.06.

19.09 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.

19.10 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.

19.11 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 Each employee shall be guaranteed eight (8) hours' work each day provided he commences work at the start of his shift. The work week shall be Monday to Friday inclusive.
- 20.02 Each shift shall be between the hours of 7:00 A.M. and 5:00 P.M. with lunch break not to exceed one (1) hour.
- 20.03 Should the Employer deem it advisable to work a second shift, all employees working this shift shall receive an additional thirty cents (30¢) per hour. This shift shall commence at 4:00 P.M.

20.04 **Overtime**

- (a) Overtime, when worked, shall be paid at the rate of time and one-half (1 1/2) up to the ninth (9th) hour in any one (1) day and double time thereafter in that one (1) day.
- (b) All work on the sixth (6th) day or Saturday shall be paid at the rate of double time.
- (c) All work on the seventh (7th) day or Sunday shall be paid at double time.

20.05 **Lunch and Coffee Breaks**

- (a) Lunch breaks shall be scheduled on a regular basis for each employee (i.e. one-half (1/2) hour on day shift, one-half (1/2) hour on second (2nd) shift). If, however, to expedite customer service, any employee is requested by the Employer to work during his scheduled break, he shall receive pay at the rate of time and one-half (1 1/2) for such time as he works and in addition receive his full lunch break (i.e. one-half (1/2) hour as the shift requires) immediately upon completion of such interruption of his normal break.
- (b) Coffee or rest breaks of fifteen (15) minutes shall be given in each half of each employee's shift (i.e. two (2) breaks per shift). These breaks when interrupted shall be subject to the same condition of payment as described in 20.05 (a).
- (c) When overtime in excess of the normal shift is to be worked prior to starting of such overtime, each employee shall receive a paid break of fifteen (15) minutes, provided overtime is to be extended for at least two (2) hours. Upon completion of the first two (2) hours, each employee shall receive a meal break of one-half (1/2) hour before continuing work. Each employee shall receive a break at the completion of each subsequent two (2) hours so worked.
- (d) Each employee, upon completion of the first (1st) overtime period of two (2) hours, shall receive payment of seven dollars and fifty cents (\$7.50) meal allowance in cash.

20.06 Each employee called in to work and no work is available due to breakdown, etc. shall receive pay for four (4) hours minimum at his hourly rate.

20.07 Employees may for legitimate reason such as prior commitment or illness, refuse to work overtime.

20.08 Overtime will be offered on a seniority basis to those qualified to do the required work. Should all employees refuse overtime, the qualified employee with least seniority will be required to work the overtime. Consistent refusal to work overtime by an employee will relieve the Company of any obligation to offer overtime work.

20.09 Payment for all overtime work shall be broken into five (5) minute units based on one-twelfth (1/12th) of the applicable hourly rate. Tardiness shall be broken in a like manner. Both items to be calculated to the nearest five (5) minute unit.

21. COMPENSATION COVERAGE

21.01 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.

21.02 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. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.

21.03 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.

21.04 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 injury.

21.05 An employee injured on the job shall be paid for his full eight (8) hours for the day he received the injury.

22. SAVINGS CLAUSE

22.01 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.

22.02 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.

23. INSPECTION PRIVILEGES

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

24. SANITARY FACILITIES, ETC.

24.01 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 arrange to have the lunchroom floor washed and cleaned at least once a week, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities, and will attempt to maintain a reasonable level of order and cleanliness in the lunchroom.

24.02 Clothes closets and/or lockers of a suitable size for the protection of employees' clothes and personal belongings shall be provided.

24.03 The Employer shall make whatever arrangements that are necessary to provide adequate heating in the Warehouse. If the weather deteriorates and gets colder, prior to that time when the said alterations are made, the Employer shall make arrangements for temporary heating of a suitable type.

25. SAFETY AND HEALTH

25.01 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.

25.02 Any employee suffering any injury or employment induced illness while in the employ of the Employer **must** report same to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant.

25.03 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 or her 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.

25.04 **First Aid**

In the event of an employee becoming ill during his shift, the employee shall report directly to the Warehouse Foreman stating his illness, and if the employee wishes to go home or to a doctor, due to such illness, permission to do so will be granted by the Warehouse Foreman and shall be so entered into a record book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.

25.05 **Allergy or Recurring Illness**

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

25.06 There shall be a First-Aid attendant on duty in the premises; if it is a member of the bargaining unit he shall receive an additional \$7.50 per week for so acting. It shall be the First-Aid attendant's own responsibility to obtain and keep a current First-Aid Certificate which shall not be less than a St. John's Ambulance Certificate.

25.07 The First-Aid attendant shall not have any super seniority rights simply because of the First-Aid Certificate.

26. BONDING

26.01 If at any time, 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, 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.

27. MANAGEMENT

27.01 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, or layoff employees,

to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations agreed to by the Union.

27.02 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.

28. WELFARE PLAN

28.01 Effective January 1st, 2000, 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 (1st) 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 (1st) 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.

28.02 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.

28.03 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.

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

28.05 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 Term Life Insurance	\$30,000.00.
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance
Weekly Indemnity Benefits	66 2/3% of weekly salary to U.I.C. maximum per week to be paid on a first (1st) day accident, fourth (4th) day sickness, 52 week duration basis (1/4/52)
Long Term Disability Benefit	75% of monthly salary to a maximum of \$1,400.00.
Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 50% coverage Orthodontic (Part C) - 50% coverage
Extended Health Care Benefit	\$25.00 deductible, 100% reimbursement above deductible with vision care
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms of that benefit

28.06 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.

28.07 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.

28.08 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.

28.09 When an employees goes off work ill or on Compensation, the Employer shall continue to pay both his Welfare fees and Union dues so that at all times the employee shall be protected to the utmost. When the employee returns to work, the Employer shall deduct any dues the Employer has paid on the employee's behalf.

For full time employees who are laid off, the Employer shall remit sufficient premiums to provide employees with M.S.P., E.H.B. and Life Insurance Benefits. The layoff 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:

Employees with less than two (2) years' service . . . one (1) month
Employees with more than two (2) years' service . . . three (3) months.

Any employee who is recalled following layoff longer than above shall not be eligible for the Welfare program until he has completed a further three (3) months of service. An employee recalled while on layoff coverage will be covered immediately with full Welfare Plan benefits.

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

28.11 An employee on layoff must report his unemployment status to the Employer monthly. If he accepts other permanent employment, payments on his behalf shall cease. The Union will then refund any dues paid by the Employer on behalf of the employee.

28.12 Sick Leave shall be paid on the following scale for all current employees:

4 days after the first year of service;
7 days after the second year of service;
10 days after the third year of service;
13 days after the fourth year of service;
16 days after the fifth year of service and thereafter.

New hired employees after September 28, 1994 to be capped at eight (8) days per the following schedule:

Years Service	No. of Days
1	0
2	2
3	4
4	6
5	8

28.13 Sick Leave shall be paid for absences due to illness or non-compensable injuries only. The parties hereto agree to co-operate in eliminating any abuses.

29. ARTICLE HEADINGS

29.01 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.

30. TRANSPORTATION

30.01 No employee shall be required to use his car on Employer business.

31. SUB-CONTRACTING

31.01 The Employer shall not sub-contract out any work which is considered work coming within the bargaining unit.

32. MEDICAL EXAMINATIONS

32.01 The Employer agrees that where any employee who drives a motor vehicle in the course of his employment, coming under Sections 1 to 5 of the Motor Vehicle Classification licences, is required by any agency, insurance or whatsoever to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examination.

33. CLASSIFICATIONS AND WAGE RATES, ETC.

33.01 The classifications, job descriptions and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

33.02 Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer.

33.03 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 he has 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 that day and any other day or days he is also required to fill such commitment or requirement.

33.04 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 after two (2) hours, 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.

33.05 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.

34. SOLICITATION OF FUNDS

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

35. PAID ELECTION TIME OFF

35.01 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.

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 , 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

RATES PER HOUR

**EFFECTIVE
JAN. 1/03**

Foreman - Shipper	\$17.97
Receiver	\$17.35
Order Department Supervisor	\$17.35
Factory Floorman	\$17.30
Order Clerk - Warehouseman	
- 1st 44 working days	\$16.59
- Thereafter	\$17.12
Warehouseman - Maintenance	\$17.30
Factory Forelady	\$16.58
Factory Packers	
- 1st 22 working days	\$15.61
- 2nd 22 working days	\$15.73
- Thereafter	\$15.99

LETTER OF UNDERSTANDING

BETWEEN: SCOTT-BATHGATE LTD.

AND: TEAMSTERS LOCAL UNION No. 213

It is agreed between the parties that employees who have been hired for a specific temporary period of less than ninety (90) days will not be covered by the Welfare Plan contained in Article 28 of the Collective Agreement.

DATED at Vancouver, B.C. this day of , 2004.

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:
