

COLLECTIVE AGREEMENT

BETWEEN

**SODISCO-HOWDEN GROUP INC.
LANGLEY DISTRIBUTION CENTRE**

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2005 - December 31st, 2007

**DON MCGILL
Secretary-Treasurer**

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LANGLEY DISTRIBUTION CENTRE**

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This Agreement shall be in full force and effect from and including January 1st, 2005, to and including December 31st, 2007, 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, 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. 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.

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

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whomever it chooses, subject to the Seniority provisions contained herein. The Employer shall give the Union the opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that when he hires new employees the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer.

Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in

accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.

- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by 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.

To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records relating to bargaining unit members.

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

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any employee 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 (1) time for this purpose.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.
- (d) 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 and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied, provided that such leave does not interfere with the orderly and continuous operation of the Employer's business.

In any instance where an employee accepts other employment without the consent of the Employer, whether on leave of absence, or at any other time for any reason, where it interferes with an employee's work performance, his or her employment may be terminated subject to proper proof of same.

- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (f) If requested by an employee, a leave of absence with pay shall be granted for three (3) days when death or deaths occur in the employee's immediate family. The purpose of this leave of absence is to allow the employee to attend and/or arrange for the funeral. If an employee requests a leave of absence for other than the attendance at/or the arrangements for the funeral, leave of absence shall be granted for a maximum of one (1) day.

Immediate family is designated as the employee's mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, sister and brother-in-law, step parents and grandparents.

- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments 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.
- (h) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) 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. There will be one (1) Shop Steward and one (1) alternate Shop Steward.

- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay.

7. WORK CLOTHES

- (a) The Employer shall provide free of charge a leather apron as required.
- (b) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
- (c) Should safety footwear become mandatory to wear on the job, the Company shall upon presentation of a sales invoice reimburse the employee the following:

Effective January 1, 2005 -	Maximum of \$110.00 per year
Effective January 1, 2006 -	Maximum of \$115.00 per year
Effective January 1, 2007 -	Maximum of \$120.00 per year

for safety boots on an exchange basis. Safety boots must be in accordance with Workers' Compensation Board requirements.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board. The Employer shall be responsible for the posting of an up to date Seniority List.

9. CONFLICTING AGREEMENT

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.

The Employer agrees that before effecting any wage rate, other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. PROTECTION OF RIGHTS

- (a) The Employer shall not require any Union member to cross a picket line or to accept any product or goods from any person or employees of any person with whom a Union has a picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard line around or against.
- (b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so.
- (c) Where the Union is made aware of a labour dispute which will involve the Employer, the Union will notify the Employer of same.
- (d) All Union dues and Health and Welfare Plan premiums are to be trust monies and shall be paid to the party entitled thereto not later than the due date.

11. TRANSFER OF TITLE OR INTEREST

- (a) 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, or another Company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

- (b) 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 immediately the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of such sale, lease or transfer, to whom said sale, lease or transfer is being made and the effective date thereof.

12. GRIEVANCE PROCEDURE

- (a) 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.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I

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

STEP II

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

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

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

STEP III

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter appoint a member for the Board and notify the other party of its appointment.

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

STEP IV

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

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 24 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.
- (f) Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an

Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

- (g) The provision of Section 87 of the British Columbia Labour Relations Code is excluded, except by mutual consent of the parties.

- (h) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (i) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within ten (10) working days of the event giving rise to the statement, otherwise it shall be null and void. If an employee has not been subject to further disciplinary action concerning a related matter, then such statement shall be deleted from the employee's file one (1) year from the date of occurrence giving rise to such statement.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists giving the details of the job, rates of pay, etc. The employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting excluding weekends excepting that employees on vacation at such time shall have the privilege of applying when they return. The senior employee who in the opinion of the Employer has the aptitude and ability to do the job shall receive such job. If there is a dispute as to whether any employee has the aptitude and ability to perform the job in question, he shall be placed on such job to determine whether or not he has the aptitude and ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the Unit shall be allowed a reasonable period of trial, up to thirty (30) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- (a) The Employer shall not introduce or implement any technological change until and unless:
 - (i) The Employer has given thirty (30) days' notice in writing to the Union of its intention to introduce a technological change;
 - (ii) The Employer has given first opportunity to the employees then on the payroll, through the Job Posting procedure, to receive training required by such technological change;
 - (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by Arbitration.

15. SEVERANCE PAY

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

When an employee retires on or after his fifty-fifth (55th) birthday he shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination, to a maximum of eight (8) weeks.

- (b) 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.

16. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees shall be paid every second (2nd) Thursday all wages earned to the end of the previous Friday.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.

17. ANNUAL VACATIONS

- (a) No later than January 15th 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 vacation on such list at a time same is desired, and such request must be completed by February 15th of each year.

Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer. The completed vacation schedule will be posted on the Union Bulletin Board.

Vacations may be taken in one (1) unbroken period or split as the employee chooses, in periods of not less than one (1) week.

The Employer may limit the number of employees on vacation to three (3). If shifts are being worked the number of employees off at any one time must be split between the shifts.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks' vacation each year 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 year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have completed three (3) years and up to eight (8) years as an employee shall receive three (3) consecutive weeks' vacation each year 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 year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have completed eight (8) years and up to fifteen (15) years as an employee shall receive four (4) weeks' vacation each year 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 year for which they are receiving their vacation, whichever is the greater.
- (f) Employees who have completed fifteen (15) years and up to thirty (30) years as an employee shall receive five (5) weeks' vacation each year 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 year for which they are receiving their vacation, whichever is the greater.
- (g) Employees who have completed thirty (30) years and up as an employee shall receive six (6) weeks' vacation each year with two hundred and forty (240) hours' pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.

- (h) Absence due to any illness or accident up to a period of three (3) months will be deemed to be time worked for the purpose of vacation pay and entitlement and pay.

- (i) When an employee has worked a minimum of seventeen hundred and fifty (1750) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than seventeen hundred and fifty (1750) hours are worked, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (j) 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.
- (k) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not worked over seventeen hundred and fifty (1750) hours, he shall only receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (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.
- (l) 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 payment, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay to which the employee is entitled.

18. GENERAL HOLIDAYS

- (a) All employees shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday:

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

Effective February 18th, 1981, and each January 1st thereafter, each employee shall be entitled to a Floating Holiday with pay at a time mutually agreed to between each employee and the Employer.

If an employee retires before receiving the Floating Holiday, he shall be paid a day's pay in addition to all other monies to which he is entitled. This refers to an employee leaving the employ of the Employer after twenty (20) years' service and having attained fifty-five (55) years of age.

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.

- (c) 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.
- (d) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (e) An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Compensation, Layoff (if laid off within seven (7) days of such Holiday), Sick Leave (if on sick leave credit provided by the Employer). The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.
- (f) In the case of absence due to injury or illness on a General Holiday where the employee is receiving Compensation Board payments then the Employer shall pay the difference between the regular gross earnings of such employee and what he is receiving from the other source for such General Holiday.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

If an employee quits the Employer may withhold payment for five (5) calendar days.
- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current and a copy must be supplied to the Union upon request. One copy will be posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) Except for the positions of shipper and receiver, layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.

- (d) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
 - (iv) If absent without leave for five (5) working days without legitimate reason, or
 - (v) Is on continuous layoff for six (6) months.

(e) **Probationary Period**

A probationary period of ninety (90) calendar days shall apply in the case of new employees before seniority commences. However the principle of seniority shall apply in the case of layoff and recall. 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.

- (f) If a bargaining unit employee is selected for the position of Assistant Supervisor and:
 - (i) after or during a trial of six (6) months the employee or the Employer decides that the employee is not suited for the position, or
 - (ii) if the four (4) hours work a week is discontinued by the Employer,

then the employee will be reinstated as a member of the bargaining unit with no loss of seniority.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The work week shall be Monday to Friday inclusive, based on forty (40) hours of work per week, except as in (f) **(III)** and (f) **(IV)** herein.
- (b) All time worked on Saturday shall be paid at the rate of double time and all time worked on Sunday shall be at the rate of triple time, with a minimum of four (4) hours guarantee, except as in (f) **(III)** and (f) **(IV)** herein.
- (c) Any employee called back to work from home after his scheduled shift has been completed and has left the premises shall be paid a minimum of three (3) hours' pay at double time (2X).
- (d) All regular working hours shall be scheduled in advance and a schedule posted on the Notice Board. No split shifts shall be allowed.

- (e) When overtime work is required, the Employer shall offer same to the employees in order of their seniority. Overtime work shall be on a strictly voluntary basis.

- (f) The work week shall be in four (4) categories:

I - Five (5) Day Work Week Monday to Friday inclusive

- (i) An employee shall be guaranteed eight (8) hours work each day, provided he commenced work at the start of his shift, with an unpaid one-half (1/2) hour off for lunch.
- (ii) Time worked in excess of eight (8) hours per day, Monday to Friday inclusive, shall be considered overtime and shall be paid at the rate of time and one-half (1 1/2) regular hourly rates for the first three (3) hours after the regular shift and double time (2X) thereafter.
- (iii) It is understood that the positions of Head Shipper and Head Receiver shall fall under this category. Other employees may choose to work this work week.
- (iv) All employees shall be on the Five Day Week during any week in which a General Holiday falls.

II - Four (4) Day Work Week Monday to Friday inclusive

- (i) An employee shall be guaranteed ten (10) hours work a day provided he commenced work at the start of his shift with an unpaid one-half (1/2) hour off for lunch.
- (ii) A shift may be scheduled between 6:00 A.M. and 6:30 P.M.
- (iii) The work week shall consist of four (4) consecutive days Monday to Thursday inclusive, or Tuesday to Friday inclusive.
- (iv) Time worked in excess of ten (10) hours per day Monday to Friday inclusive shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2) regular hourly rates for the first one (1) hour after the regular shift and double (2X) thereafter.

III - Four (4) Day Weekend Work Week

- (i) An employee shall be guaranteed ten (10) hours work a day provided he commenced work at the start of his shift with an unpaid one-half (1/2) hour off for lunch.
- (ii) A shift may be scheduled between 6:00 A.M. and 6:30 P.M.

- (iii) The work week shall consist of four (4) consecutive days Friday to Monday inclusive.
- (iv) Time worked in excess of ten (10) hours per day Friday to Monday inclusive shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2) the regular hourly rates for the first one (1) hour after the regular shift and double (2X) thereafter.
- (v) No employee hired prior to January 1st, 1988, shall be forced to work the Friday to Monday work week unless they should volunteer. Should no employee volunteer to work the Friday to Monday work week, the Company must hire new employees in order to operate a Friday to Monday work week.

IV - Afternoon Shift

- (i) The Employer may institute an afternoon shift which will operate between the hours of 12 noon and 11:00 p.m., Sunday through Thursday.
- (ii) No employee hired prior to January 1, 1987, shall be required to work this shift except by mutual consent.
- (iii) The Employer shall operate the afternoon shift on the following schedule:
 - 1) Four consecutive ten hour shifts Sunday to Wednesday, or
 - 2) Four consecutive ten hour shifts Monday to Thursday, or
 - 3) Five consecutive eight hour shifts Sunday to Thursday.
- (iv) Time worked in excess of eight hours per day, Sunday to Thursday inclusive, shall be considered overtime and shall be paid at the rate of time and one-half (1 1/2) regular hourly rates for the first three hours after the regular shift and double time (2X) thereafter.
- (v) Time worked in excess of ten hours per day Sunday to Wednesday or Monday to Thursday inclusive shall be considered as overtime and shall be paid at the rate of time and one-half (1 1/2) regular hourly rates for the first one (1) hour after the regular shift and double time (2X) thereafter.
- (vi) An employee shall be guaranteed eight hours or ten hours (whichever the case may be) work a day provided he commenced work at the start of his shift with an unpaid one-half (1/2) hour off for lunch.

- (vii) Employees who work the above mentioned afternoon shift shall in addition to all other monies be paid a premium of 25¢ per hour for each hour worked.

(g) **Scheduling and Implementation of Work Week and Work Shifts**

The Employer will schedule the work weeks and work shifts on a fair and equitable basis in consultation with the employees. The following minimum requirements must be met and maintained:

- (i) Twenty percent (20%) or more of the employees, excluding the Head Receiver and Head Shipper, must work the five (5) day work week; and
- (ii) There must be a minimum of four (4) employees scheduled for each of the Monday to Thursday and Tuesday to Friday work weeks. The number of employees scheduled for each of the four (4) day work weeks must be equally divided.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than four (4) hours in the case of an eight (8) hour shift, or five (5) hours in the case of a ten (10) hour shift, without an uninterrupted unpaid half (1/2) hour off during the regular daily shift, exclusive of rest breaks.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1 1/2) hours from the commencement of each half of an employee's work shift.
- (c) When employees work in excess of two (2) hours overtime the employees shall receive an unpaid break of thirty (30) minutes with a meal allowance of \$6.00 to be paid at the time of the said break.

23. COMPENSATION COVERAGE

- (a) 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 the injury.

- (b) 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. This section is subject to the Grievance Procedure.

24. SAVINGS CLAUSE

- (a) 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.
- (b) 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 may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

An authorized Agent of the Union, after notifying the management, shall have access to those areas of the Employer's establishment where bargaining unit employees are working during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

26. SANITARY FACILITIES, ETC.

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) The Warehouse shall be adequately heated and ventilated.

27. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and shall provide proper First-Aid kits.
- (b) 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.

Should the employee not be satisfied, he may request the presence of the Shop Steward. Should agreement not be reached, the matter shall be resolved by senior management, however, this does not preclude the right of the Union to take the matter to arbitration.

- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
- (d) It is agreed that first-aid facilities according to the Workers' Compensation Board requirements and a qualified First-Aid Attendant holding a First-Aid Certificate consistent with W.C.B. Regulations shall be provided for by the Employer, provided an employee will obtain a Certificate. The First-Aid Attendant shall be a member of the bargaining unit, as long as a member is available. If the First-Aid Attendant is a member of the Bargaining Unit, he shall be paid remuneration listed below in addition to his regular wage.

Survival First-Aid Certificate - \$0.35/hour
Industrial First-Aid Certificate - \$0.50/hour.

If the Employer requests any employee to take a first-aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

28. MANAGEMENT

The Union agrees that the management of the Company and the direction of the working force including the right to plan, direct and control plant and warehouse operations; to maintain the discipline and the efficiency of the employees and to require employees to observe posted Company rules and regulations; to hire, layoff, demote, and discipline, the discharge of employees, and all matters requiring judgment as to the competency of employees are the sole right and function of the Employer.

The parties agree that the foregoing enumeration of the management's rights shall not be deemed to exclude other functions not specifically set forth. The Employer, therefore, retaining all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

29. HEALTH AND WELFARE PLAN

The Employer shall provide the Health and Welfare Plan set out in Appendix "B" which is attached hereto and forms part of this collective agreement.

30. PENSION PLAN

The Employer agrees to continue to permit employees to participate in the Pension Plan currently in effect.

31. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

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

33. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee reexamined at the Union's expense. When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the Medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (v) Should the consultant deem the employee to be capable of carrying on his 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.

34. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury, he shall be paid for such reasonable time off.
- (e) When an employee is temporarily removed from his regular work 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.

35. PAID ELECTION TIME OFF

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.

36. GENDER

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

37. LOSS OF BENEFITS

No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits shall suffer a reduction of wages or increase in hours worked per week or loss of benefits because of the adoption of this Agreement.

38. EMPLOYEE PURCHASES

It is recognized that employees currently have the right to purchase Employer products for their own use at the following cost:

The Company will continue the current Employee Purchase Policy. Merchandise from the Warehouse can be purchased for the personal use of the employee. The total value of each purchase will be deducted from the employee's next pay.

It is also recognized that the Employer has no present intention to change this policy but reserves the right to do so in the future.

39. PART-TIME EMPLOYEES

Part-time employees may be scheduled to fill in for full-time employees who are on scheduled vacation, holidays, sickness, injury or leave of absence.

Part-time employees will be used from June to November for vacation replacement and will be paid 60% of the full time rate. Part-time employees may also be used outside of the traditional vacation period for coverage due to sickness, injury or leave of absence of full-time employees.

This clause shall not be used to avoid the hiring of new full-time employees.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED at Vancouver, British Columbia, this day of , 2005 .

ON BEHALF OF THE COMPANY:

ON BEHALF OF THE UNION:

APPENDIX "A"

RATES PER HOUR

CLASSIFICATIONS	EFFECTIVE JAN. 1/05	EFFECTIVE JAN. 1/06	EFFECTIVE JAN. 1/07
Head Receive	\$23.53	\$24.00	\$24.48
Head Shipper	23.53	24.00	24.48
Warehouse Person			
- start	19.24	19.62	20.01
- after 3 months	19.93	20.33	20.74
- after 6 months	20.72	21.13	21.55
- after 12 months	21.19	21.61	22.04
- after 24 months	21.50	21.93	22.37

NOTE: The Company may designate a Lead Hand, when required. When an employee is so designated, he shall receive \$1.00 per hour above his normal rate of pay for all hours so required.

NOTE: All overtime will be offered to full time employees first by seniority.

NOTE: Part-time employees will be paid 60% of the 24 month rate for a Warehouse Person.

APPENDIX "B"

HEALTH AND WELFARE PLAN

- (a) The Employer shall provide and maintain a Health and Welfare Plan covering members of the Union from time to time employed by the Employer.
- (b) The Plan shall provide the following benefits:
 - (i) Group Life Insurance - \$25,000.00
 - (ii) Accidental Death and Dismemberment - \$25,000.00
 - (iii) Weekly Indemnity - 66 2/3rds of weekly salary to the nearest \$10.00, payable the first (1st) day of accident and the fourth (4th) day of illness for a maximum of fifty-two (52) weeks (1-4-52).
 - (iv) Long Term Disability - 75% of monthly earnings to a maximum benefit of \$850.00/month commencing after fifty-two (52) weeks of disability to age sixty-five (65).
 - (v) Major Medical (Extended Health with Vision Care).
 - (vi) Dental Plan:

Basic	-	100% - unlimited maximum
Major Treatment	-	50% - unlimited
Orthodontic	-	50% - maximum \$1,250.00
 - (vii) Medical Services Plan of B.C.
- (c) The cost of providing the Health and Welfare Plans shall be totally paid for by the Employer.
- (d) In addition to the Welfare Plan employees shall be entitled to forty-eight (48) hours sick leave with pay each year. Employees who have not used sick leave accumulated in any one year shall take such unused sick leave as paid holiday at the end of the calendar year. Sick leave can be banked for up to two (2) years or twelve (12) days maximum.
- (e) The Employer shall have the right to request a doctor's certificate when an employee is absent for illness.

- (f) Probationary and casual employees shall not be entitled to participate in the Health and Welfare Plan.