

COLLECTIVE AGREEMENT

BETWEEN

**UAP/NAPA AUTOMOTIVE WESTERN PARTNERSHIP
(KELOWNA DISTRIBUTION CENTER)**

AND

TEAMSTERS LOCAL UNION No. 213

January 1st, 2003 - December 31st, 2004

**DON MCGILL
Secretary-Treasurer**

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(KELOWNA DISTRIBUTION CENTER)**

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THIS AGREEMENT entered into this day of , 2003.

BETWEEN: **UAP/NAPA AUTOMOTIVE WESTERN PARTNERSHIP
(KELOWNA DISTRIBUTION CENTER)**
1901 Windsor Road
Kelowna, British Columbia

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213**
affiliated with the International
Brotherhood of Teamsters, of the City of
Vancouver, Province of British Columbia

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

PREAMBLE:

The Employer and the Union agree that the purpose and intent of this Agreement is to formulate rules to govern the relationship between the Union, the employees and the Employer and also to set forth Agreement covering rates of pay, hours of work, dispute procedure and conditions of employment.

1. BARGAINING AGENCY AND DEFINITION

- A. The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, issued by the Labour Relations Board of British Columbia.
- B. 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.

Working conditions and wages of any new occupation or department or of any modified present occupation covering employees governed by this Agreement shall be subject to negotiations between the parties before posting said occupation.

- C. All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit, except for the following personnel and circumstances:
 - 1. Supervisory employees who do not perform work in the bargaining unit may occasionally work in the area of that unit in cases of emergency, for the purpose of instruction or experimentation.

2. As it is currently the practice, non-unionized personnel will be allowed to work in the warehouse when there is a temporary excessive workload, providing there are no employees on lay-off, that regular employees have been offered overtime and that part time employees are given the hours they can work.

3. **Management Trainees**

The Employer may from time to time employ management trainees temporarily on jobs within the bargaining unit, on the understanding that the object of the attachment is the training of the individual concerned and that the hours of work and pay of any employee are not reduced as a result of the attachment. The length of such attachment shall be limited to three (3) months. Management trainees, while performing work within the bargaining unit, shall be liable to pay the monthly dues for general purposes authorized by the Constitution of the Union but shall not be obligated to join the Union.

4. Employees of the store on the premises may pick merchandise required immediately by customers. This shall occur when bargaining unit employees are not immediately available or cannot be made available.
5. For physical inventory counts, the Employer may use as many people as necessary other than members of the bargaining unit, provided that no bargaining unit employees are replaced. Perpetual inventory counts will be performed by a bargaining unit employee with a possible infrequent assistance of a person from the Office or Purchasing Department, provided that no bargaining unit employees are available.

When physical inventory or other special jobs need to be done and not enough bargaining unit employees are available, Management will discuss with the Union alternatives prior to using non-bargaining unit employees.

6. Manufacturers' representatives will not be allowed to do work other than revamp their lines, check defectives or other similar habitual tasks pertaining to the stock line.

2. **EXPIRATION OF AGREEMENT**

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 date of December 31st, 2004, 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 a strike is implemented, or the Employer shall give notice of lockout, and such lockout is implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

The operation of Section 50 (2) 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 clauses contained herein. However, the Employer will give the Union the ongoing opportunity to refer applicants for employment.
- B. When the Employer hires new employees, the Employer shall have them fill in the required Union Membership and Death Benefit cards prior to them commencing work, and mail same 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 to be, 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 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 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 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. Union dues shall be deducted from all employees every two (2) weeks.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- A. 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 (1) time.

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

- B. During a leave of absence for injury or illness, an employee shall maintain and accumulate seniority for the duration of the leave. All other leaves must be authorized by management in writing and seniority shall be maintained and accumulated for the authorized period.
- C. When an employee suffers any injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will be automatically be granted leave of absence, without pay, subject to any payment the employee is entitled to under any Welfare Plan or other provisions, until such time as he can properly return to work. When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident. However, this shall not prevent the Employer from requesting a medical certificate when absences are frequent and/or of long duration.

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. The Employer will accommodate all reasonable requests whenever possible.

In any instance where an employee accepts other employment for any reason, his employment may be terminated, subject to proper proof of same, and provided such other employment impedes his work performance.

- D. When an employee suffers an injury or illness which requires his absence, he 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.
- E. In case of death in the immediate family, the employee affected shall be granted compassionate Leave of Absence with full pay of five (5) consecutive calendar days in the case of death of a Spouse or Child, four (4) consecutive calendar days in the case of death of a Mother or Father, three (3) consecutive calendar days in the case of death of a Sister, Brother, Mother-

in-law, Father-in-law, Daughter-in-law or Son-in-law, one (1) day in the case of a death of a Grandmother, Grandfather, Aunt, Uncle, Sister-in-law or Brother-in-law.

- F. 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 the said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before and 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 cheques and/or witness fees to the Employer.
- G. When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence, without pay, for a period not to exceed twelve (12) months.
- H. Employees will receive two (2) days paternity leave with pay and one (1) day with pay on the occasion of the adoption of a child.

6. SHOP STEWARDS

- A. There shall be two (2) Shop Stewards 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 such infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Stewards shall be appointed by the Union and shall be employees of the place in which they are Stewards. There shall be no discrimination against the Shop Stewards for lawful Union activities.
- B. The Shop Steward and the substitute shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward and the Substitute shall report to the Union Officers any violation of this Agreement.
- C. The Employer will recognize the Shop Steward and the substitute selected in accordance with the Union rules and regulations, as the representative of the employees, in the respective groups or departments for which he is chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- D. The Union will advise the Employer of the identity of the Steward and the substitute and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- E. The Shop Steward, or in his absence his substitute, shall be allowed to take up grievances during working hours.

- F. The Employer will recognize two (2) members chosen by the Union who will act as the Union Bargaining Committee. The two (2) Bargaining Committee members will not incur any pay reduction for time spent in negotiations with the Employer. Should a bargaining session finish early the two (2) members will return to work.

7. WORK CLOTHES

- A. The Company will make smocks available in sufficient numbers for use by warehouse employees.
- B. On January 2003 the Company will allocate to each seniority employee a Safety Shoe allowance of \$150.00.

Employees may claim reimbursement in an amount up to the balance in, or remaining in, their allowance, upon production of proof of payment.

The Safety Shoe allowance is actually earned on the basis of \$75.00 on each of January 2003, January 2004. If an employee leaves the Company before January 2004 with a negative balance in their allowance against amount earned, the Union authorizes the Employer to deduct the amount owing from any remaining wage or vacation pay amounts owing to the employee. This will be calculated within a six (6) month period. The above amount will be pro-rated for newly hired employees.

- C. The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for official Union notices. Said notices are to be posted only by a Union Officer, after approval from the Manager.

The following items shall be posted at all times:

- 1. A copy of this Agreement.
- 2. A seniority list to be revised every six (6) months.
- 3. A copy of the Welfare Plan description will be distributed to each employee.

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. Any such agreement will be null and void.

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

It shall not be a violation of this Agreement nor shall it be cause for discharge or disciplinary action if any employee or a group of employees refuse to enter upon the property of this Employer or any other company involved in a legal strike authorized by a certified Union when there is a legal picket line.

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 of the certified unit or any part thereof is sold, leased, transferred or taken over by sale, transfer or lease assignment, or in the event of receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- B. 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.
- C. It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.
- D. The Employer shall give notice of the existence of the 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 after the time the Employer executes the contract of sale, lease or transfer.

12. GRIEVANCE PROCEDURE

- A. It is understood by both parties that a disagreement or difference of opinion between the Employer, the Union or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract, shall be considered a grievance.

Any employee who has completed the probationary period, 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 by the aggrieved party, except if the event giving rise to the grievance pertains to monetary issues such as unpaid wages or fringe benefits. This provision shall not be used to deny any employee his rights under the Provincial Labour Statutes.

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

1. The employee, together with the Shop Steward or his substitute employed by the Employer, shall take his grievance up with the Supervisor.

2. Should a solution not be reached by Step I, then an Officer or Officers of the Union, accompanied by the employee and the Shop Steward or his substitute, if the Union wishes, shall submit the grievance in writing and discuss the matter with the Operations Manager.

At this Step in the Grievance Procedure, the Employer also shall have the right to submit a grievance in writing to the Union Officers.

The Union has the right to take 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 no solution is reached, then a Union Officer shall meet with the Operations Manager to try to finalize the matter.

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

- C. 1. The party desiring Arbitration shall within fourteen (14) days request the nomination of an arbitrator to whom the grievance shall be submitted.
2. The arbitrator shall be the person chosen by the mutual agreement of the parties hereto. Failing such agreement within ten (10) working days, the arbitrator shall be chosen by the Minister of Labour.
3. Whenever the incident causing the grievance involves a loss of earnings and/or other benefits, the arbitrator is empowered to order that such loss or part of such loss be reimbursed or restored. In a disciplinary case, the arbitrator shall be empowered to reduce the penalty imposed.

The Arbitrator award shall be final and binding upon both parties. It will be effective on the date so stipulated by the Arbitrator. The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement.

The Arbitrator 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.

Each of the parties will equally bear the expenses of the Arbitrator.

- D. 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.
- E. The employees called as witnesses before an Arbitrator shall not because of this, suffer any loss of pay.
- F. Any derogatory statements in an employee's personal file shall be deleted after eighteen (18) months from the date of the last occurrence, and may not be used against him after that time.

13. JOB POSTING, ETC.

- A. Where the Employer fills a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing, within thirty-six (36) hours of such posting, excluding weekends and General Holidays, except that employees on vacation or on leave of absence due to sickness, accident or any other reason, at such time shall have the privilege of applying when they return. The Employer shall not hire a new employee to fill a job vacancy before such job vacancy has been posted and the present employees have had a proper opportunity to apply for same, except on a temporary basis.

Openings resulting from Job Postings will not be posted, but will be filled where practicable by seniority. For Lead-hand and Order entry clerk positions, openings resulting from Job Postings will not be posted, but will be filled where practicable by seniority providing the employee has the ability to do the job.

The intent of this clause is to limit the amount of movement created by job postings. Should Management create further movement at their discretion, seniority shall be the governing factor.

- B. Where vacancy is a regular job, employees on the full time seniority list may apply for such job. The senior employee applying shall receive such job. For Lead-hand and Order entry clerk positions the senior employee applying shall receive such job providing he has the ability required.

- C. If a vacancy is not filled in the foregoing manner, the employee on the part time seniority list shall then have the opportunity to apply for such job. The senior part time employee applying shall receive such job. For Lead-hand and Order entry clerk positions the senior employee applying shall receive such job providing he has the ability required.

- D. Where the vacancy is a new job not heretofore done in the establishment, the Employer may establish a rate for such job and notify the Union of same. If the Union disagrees with such rate, same shall be settled by Arbitration as set out herein.
- E. The Employer agrees to advise the Union of any decision to install new equipment prior to its installation.

14. CHANGE IN WORKING ASSIGNMENTS OR JOB CONTENT, ETC.

- A. In the event, the Employer proposes the introduction of equipment in its operations, requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedure of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies under the job requirements. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any major procedural change.

B. Change in Working Conditions

Notwithstanding the other provisions of this Agreement, wherever the Employer alters considerably or otherwise affects a major change in the working conditions of any employee, which it is claimed is not provided for therein, such alteration or change shall become a matter for negotiation, or failing agreement for Arbitration under the terms provided in Article 12 of this Agreement.

15. PAY DAY AND PAY STATEMENTS, ETC.

- A. All employees covered by this Agreement shall be paid every Thursday, all wages earned during the previous week (a week in arrears). However, overtime pay and other adjustments shall be made within the following two (2) pay periods.
- B. The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- C. When there is an error of short payment or any other type of error, this shall be corrected and any monies owing be paid not later than five (5) working days from the date the Employer's payroll official is notified.

- D. Whenever the Canada Savings Bonds are issued for sale, the Employer shall make same available to its employees who desire same and make such deductions as are necessary.

16. ANNUAL VACATIONS

- A. No later than March 1st of each year, the Employer shall post a vacation list on the Bulletin Board, and each employee shall apply for his vacation on such list at a time same is desired, and such request must be completed by April 15th of each year.

Employees shall be entitled to two (2) consecutive weeks' vacation each year. Employees may take more than two (2) weeks consecutively, if entitled, subject to the needs of the operation and entitlement by other employees to two (2) consecutive weeks of vacation. The Company will attempt to accommodate those employee's requests during the summer months where possible.

The choice of vacation dates shall be made in the order of seniority of the employees within each classification. The Operations Manager shall approve the chosen dates for vacation to allow him to maintain order in the administration of the Employer's business requirements.

- B. The reference year for the purpose of calculating vacation pay is the twelve (12) month period extending from May 1st of the previous year to April 30th of the current year.
- C. Any employee having completed one (1) year of service shall be entitled to 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 year for which they are receiving their vacation, whichever is the greater.
- D. Any employee having completed four (4) years of service shall be entitled to receive three (3) 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 year for which they are receiving their vacation, whichever is the greater.
- E. Any employee having completed ten (10) years of service shall be entitled to receive four (4) weeks' vacation of twenty-eight (28) days with pay during one (1) year, based on eight percent (8%) of their gross annual earnings, or one hundred and sixty (160) hours' pay at the rate were receiving at the date of taking their vacation, whichever is the greater.
- F. Any employee having completed twenty-one (21) years of service shall be entitled to receive five (5) weeks' vacation of thirty-five (35) days with pay during one (1) 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.

- G. 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.
- H. 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 four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- I. For the purpose of determining a reference year's employment for full time employees to qualify for vacations with pay, the parties agree that when a full time employee has worked a minimum of fifteen hundred (1500) hours in a full time employee's reference year running from May 1st of the previous year to April 30th of the current year, he shall be eligible for vacations as above set forth.

If less than fifteen hundred (1500) hours are worked, the employee shall be entitled to the vacation periods as set out above but the vacation pay shall be at the applicable percentage rate only. Hours worked shall include actual hours worked, vacation time and General Holidays.
- J. 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 is entitled. This cheque shall be given to the employee no later than the last working day before going on vacation.
- K. Part time employees shall receive vacation pay at their applicable percentage of their gross earnings.

17. GENERAL HOLIDAYS

Note: A maximum of fifty percent (50%) of the regular employees present and available for work can use a floater holiday on Christmas Eve and/or New Year's Eve. The requests will be granted by seniority

- 1. It is agreed that all employees who have completed ten (10) working days shall be entitled to the following

General Holidays, with pay, based on eight (8) hours of their applicable rate:

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

The floating holidays will be taken at a time mutually agreed on 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.

If any full time employee is laid off, terminated or quits before receiving his day off described herein, he shall be paid a day's pay in addition to all other money to which he is entitled, provided he has worked ten (10) days prior to a holiday.

- B. The Employer agrees that if during the life of this Agreement or any subsequent Agreement, that either the Federal, Provincial or Municipal Government declares or proclaims 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.
- C. It is agreed that the General Holidays shall take place when specified as a legal Holiday by the Federal or Provincial Government.
- D. Should a General Holiday fall on a non-working day and/or on an employee's day off, the employee will be entitled to an alternate day off with pay which shall be a day immediately preceding or immediately following his regular weekly days off.
- E. In case of absences due to injury or illness on a General Holiday where the employee is receiving weekly indemnity or Workers' Compensation payments under the appropriate provisions, 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 for a period of up to six (6) months.

- F. To be eligible for holiday pay, a regular employee must have worked his last scheduled shift immediately before and after said holiday except as specified in Sections (D) and (E) above. Part-time employees are eligible providing they work a minimum of twenty-four (24) hours during the week in which a holiday occurs.

- G. 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 a least two (2) hours, shall in addition to their regular Holiday pay receive double their hourly rate for all hours worked during that shift (triple time), but shall not be entitled to this four (4) 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. When the Company requires employees to work on a General Holiday the employees will be asked in order of seniority and if there are no volunteers, employees will be assigned in reverse seniority.

18. SEPARATION OF EMPLOYMENT

- A. 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. The additional pay cheque given to each employee on the week commencing April 23rd will be repaid upon the employee's departure from the Company.
- B. 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. The additional pay cheque given to each employee on the week commencing April 23rd will be repaid upon the employee's departure from the Company.
- C. The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked or terminates.

19. SENIORITY

- A. Seniority shall be the length of service with the Employer within the bargaining unit dating from the date of employment with the Employer.
- B. There shall be one (1) Seniority List covering the employees, setting out the name, classification and date of their employment. All Seniority lists must be kept current, with copies posted on the Bulletin Board and copies supplied to the Union upon request.
- C. 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. For Lead-hand and Order entry clerk positions provided always that the senior employee has the ability to perform the work available. It is understood that in such cases "ability" means immediate ability without further training but including familiarization. Part time employees shall not be employed when regular employees are laid off.
- D. New employees shall be on probation for sixty-six (66) worked days, during which all provisions of this Agreement shall apply.
- E. Seniority shall be lost if an employee:
 - 1. Voluntarily leaves the employ of the Employer, or
 - 2. Is discharged for cause, or

3. After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter.
4. Laid off for a period of more than six (6) months.

Any employee who has been laid off due to lack of work shall have the right to remain on the seniority list for a maximum period of six (6) months and have the right to recall based on his seniority.

- F. Any employee promoted to a different classification shall be allowed a period of trial of thirty (30) working days, and if found unsatisfactory, shall be given the opportunity of going back to his former position without loss of seniority.
- G. The Employer agrees, when it is necessary to reduce the number of employees on a shift, senior full time employees will be given preference over part time employees for available work. For Lead-hand and Order entry clerk positions this applies, provided said senior employees have the ability to perform the work available.
- H. If the Employer lays off or discharges the Shop Stewards, the Union shall be advised prior to such layoff or discharge.
- I. A part-time employee shall become entitled to full time status if he works two hundred and forty (240) consecutive hours in excess of his probationary period as set out in paragraph D, exclusive of replacement hours.

Replacement hours shall include hours, which would have been worked by another full time employee but for vacations, illness, accident, worker's compensation or leave of absence. Replacement hours will be counted for a maximum of fifteen (15) months. After such a period an employee will be eligible for full-time status.

Part-time employees in reverse seniority order will work replacement hours.

- J. Any employee promoted to a classification outside of the bargaining unit shall be allowed to retain his seniority for a period of up to two hundred and forty hours (240) hours of work and shall be given the opportunity of going back to his former position within those two hundred and forty (240) hours.

20. DAYS AND HOURS OF WORK AND OVERTIME

- A. The normal work week shall be forty (40) hours, five (5) consecutive days, Monday to Friday. In addition, if required, full time employees will be offered the opportunity to work a Sunday to Thursday inclusive five (5) day shift or a Wednesday to Sunday inclusive five (5) day shift. The hours of work for these five (5) days shall be paid at the regular rate of pay (straight time). Operational requirements will dictate the number of employees required for this shift. These Additional hours of work, when required, will be implemented for periods of eight (8) weeks at a time.
- If insufficient number of full-time employees volunteer as previously described, or if no employees volunteer, the employees with the least seniority (in reverse order) will be assigned. In addition, the Company shall use part-time employees to work this shift.
- B. Any hours worked in excess of eight (8) and up to eleven (11) in any day during the normal work week shall be paid for at the rate of time and one-half ($1\frac{1}{2}$) (150%). Any hours worked in excess of eleven (11) hours on any such day shall be paid for at the rate of double time (200%). Also, any hours worked before or after normal working hours shall be paid for at the applicable overtime rate.
- C. Employees may only be laid off at the end of the week for the following week. However, this clause shall not apply to employees on the part time Seniority List, nor shall they have any guarantee of hours of work except as set out in the Provincial Statutes.
- D. All time worked on the sixth (6th) day, up to eight (8) hours, shall be paid at the rate of time and one-half (150%). All hours worked on the seventh (7th) day shall be paid at double time (200%), this applies to work done in addition of the normal work week.
- E. Any employee called back in to work in any emergency after his working day as been completed, shall be paid a minimum of two (2) hours' pay at double time.
- F. If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked but continual tardiness will subject him to dismissal.
- G. All overtime shall be broken down into five (5) minute units, based on one-twelfth ($1/12$ th) of the applicable hourly rate, times the appropriate overtime rate.

- H. When employees are advised to report for work on any day other than a regular working day, they shall be paid at least four (4) hours for that day.

If an employee reports late for work other than a normal work day, on the call of the Employer and is directed not to commence work, he shall be compensated at the rate of two (2) hours pay.

- I. The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed to all senior employees by the person in charge of the Department going to each employee in order of seniority and requesting if they desire to work overtime. Overtime will be distributed according to the following procedure.

The first employee on top of the seniority list will be asked first and then the other employees will be asked as the need for overtime occurs. When all employees have been asked, the most senior employee will be asked again.

If no employees volunteer, the Employer will assign a sufficient number of employees in reverse order of seniority.

- J. Employees on an afternoon shift shall work seven and one-half (7 ½) hours and be paid eight (8) hours; employees on a third or graveyard shift shall work seven (7) hours and be paid for eight (8) hours.

Any shift which commences from 7:30 a.m, but not later than 11:00 a.m, shall be considered a day shift. A shift commencing after 11:30 a.m. and prior to 5:00 p.m. shall be considered an afternoon shift. Any shift commencing after 5:00 p.m. and prior to 8:00 a.m., shall be considered a third or graveyard shift.

- K. The introduction of a Saturday or Sunday shift will not be used to lay-off the existing Monday to Friday full time employees.

- L. The Employer shall give to each employee whose shift is to be changed a minimum of forty-eight (48) hours advance notice prior to such shift change becoming applicable.

- M. It is intended that every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) full hours elapsed, he shall be paid at overtime rate of time and one-half (150%) for the entire shift hours that he is called in to work before he has received his full eight (8) hour break. Should the employee work over the

regular hours of the applicable shift he shall then receive double time for all hours over the regular hours of the applicable shift. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

- N. All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the stores or crib before the end of each shift.

21. LUNCH AND REST PERIODS

- A. No employee shall work longer than five (5) hours without a minimum of one-half ($\frac{1}{2}$) hour off for the purpose of eating or resting.

Employees shall be allowed a one (1) hour or one-half ($\frac{1}{2}$) hour lunch period without pay depending on the shift worked.

- B. Each employee shall receive an uninterrupted fifteen (15) minute break in each half ($\frac{1}{2}$) of their daily shift. The lunch room shall be large enough to have adequate seating for all employees.
- C. When employees work overtime for a period of two (2) hours or more they shall be given a meal break of one-half ($\frac{1}{2}$) hour. They shall be provided with a meal paid by the Company.
- D. No employee shall be required to resume work during his rest or meal break.

22. COMPENSATION COVERAGE

- A. When an employee is injured at work and goes on Compensation, he shall when his doctor signifies that the employee may go to work, be returned to his previous job and rate of pay for a period of one (1) week, to see if he is able to do the job he held at the time of 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. If this is impractical, then the employee shall be entitled to two (2) weeks' notice. This Section is subject to the Grievance Procedure.

23. SAVINGS CLAUSE

- A. If any Article or Section of this contract 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 either party, 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 Twelve (12) herein.

24. INSPECTION PRIVILEGES

- A. An authorized Agent of the Union shall have 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. The Union Agent shall inform Management upon entering the premises.

25. SANITARY FACILITIES, ETC.

- A. The Employer agrees to maintain clean, sanitary washrooms, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- B. Secure compartments for personal belongings shall be installed by the Employer.
- C. The warehouse shall be adequately heated and ventilated.

26. LEAVING NOTICE

- A. When the employment of a regular full time employee is terminated by the Employer for any reason, except discharge for cause, the employee shall be compensated as follows:

Employees who have completed six (6) months of service will receive two (2) weeks of wages in lieu of notice.

Employees who have completed two (2) years of service will receive one (1) week's pay, based on their rate at date of termination for each year over two (2) years, up to a maximum of twelve (12) weeks.

- B. In the event that any employee is laid off, he shall have the option at the end of eight (8) weeks of layoff of remaining on the rehire list, or accepting severance pay. Should he elect to remain on the rehire list, he may renew his option every eighth (8th) week for a maximum of one (1) year. Failure to renew this option in writing within forty-eight (48) hours of any option due date will terminate employment and severance pay will be issued.
- C. The above shall not apply when an employee resigns or is discharged for just cause.

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 proper First-Aid Kits.

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.

- 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. 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.

- C. **First-Aid**

In the event of an employee becoming ill during his shift, the employee shall report directly to the immediate supervisor 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 Supervisor, and shall be so entered into a Record Book. No person shall refuse the right of any employee to go home or to a doctor due to any illness or injury.

D. **Allergy or Recurring Illness**

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

- E. There shall be two (2) bargaining unit employees as First-Aid Attendants who shall have at least a St. John's Ambulance Certificate. A \$0.35 per hour premium will be paid to the First-Aid Attendant when on duty as such an attendant. The premium shall be paid to the most senior individual who is a First-Aid Attendant unless he is absent from work on vacation or for other absences provided for in the present Collective Agreement.

28. BONDING

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. It is further agreed that the cost of such bonding shall be paid by the Employer. Each employee must be acceptable to the bonding company at time of hiring.

29. MANAGEMENT RIGHTS

The Union recognizes that the Employer, according to its responsibilities as stipulated in this Agreement, has the sole right to:

- a. Administer and manage the operations of its business; modify or cease operations when necessary;
- b. Adopt and apply necessary reasonable rules concerning safety, work, discipline and protection of the employees and the equipment;
- c. Determine the products to be handled, the methods of operations, the tools to use and their locations, fabricating and assembling procedures in every aspect and the control of the use of all necessary materials;
- d. Hire, discharge, transfer, promote, demote, lay-off, re-call after a layoff, and discipline employees;
- e. Manage any other business of the Employer;
- f. 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.

30. WELFARE PLAN

- A. The Employer agrees for the duration of the collective labour Agreement to maintain in full under the same conditions the various plans already in existence for the benefit of all its employees.

These Plans are:

- (1) Life Insurance of \$20,000.00. Voluntary. Employer paid.
- (2) Accidental Death and Dismemberment Insurance. Voluntary. Employee paid.
- (3) Overall Medical Services Plan of British Columbia. 100% Employer Paid.
- (4) Extended Health Care Plan (M.S.P.). Paid by the Employer.
- (5) Non-occupational Weekly Indemnity providing benefits of 80% of an employee's weekly gross earnings. Paid by the Employer.
- (6) Dental Plan - Part A and B - 80 - 20 Co-insurance with no deductible. Paid by the Employer.
- (7) Pension Plan.
- (8) Part-time Benefits - basic medical coverage shall be given to part-time employees who have successfully completed ninety (90) working days including paid General Holidays within a six (6) month period. This benefit shall be lost if an employee fails to maintain the ninety (90) days within a six (6) month period. However, in that event there shall be a one (1) month period of grace following the month in which the employee has failed to complete the ninety (90) days. In addition, the benefit shall be lost after one (1) month following the month in which lay-off occurs.
- (9) After the expiration of twenty-six (26) weeks of short term disability, if the employee remains under disability he/she shall be paid the sum of sixty percent (60%) maximum of \$1,500.00 per month by way of long term disability benefits to age 65. The Employer will pay the full cost.
- (10) Optional Life-Employee paid voluntary.

The conditions of the coverage as set out herein will remain as stipulated above for the duration of the Collective Agreement.

B. As herein provided, all persons who are employees under this Agreement, must be covered by ALL the provisions of this Welfare Plan, except the following:

1. Married employees, who in writing, furnish proof satisfactory to both the Union and the Employer of Medical coverage elsewhere by their spouse. It is understood that acceptance of such proof by the Union and the Employer will exempt such employee, and further that the employee so exempted will have waived all claims arising out of the Medical provisions provided herein.

2. Should the coverage provided elsewhere lapse, then such married employee shall forthwith apply for coverage hereunder.

Having applied for exemption and been exempted, the onus of applying for coverage at a later date is entirely upon the married employee.

Until such application is received and accepted all claims remain waived.

- C. If at any time during the life of this Agreement, any new laws or requirements are instituted by the Government pertaining to any Section of this Welfare Plan, such Section shall be immediately renegotiated by the parties.

If the parties fail to reach a mutually agreeable settlement on the matter, then same may be referred to an Arbitrator as specified in Article 12 of this Agreement.

D. Sick Leave Plan

Personal Days:

Each employee will be granted a bank of three (3) paid personal days on January 1st of each year (pro-rated during the first year of employment). These allowances are non cumulative and are renewed on January 1st of each year of the Collective Agreement. These allowances cannot be cashed in.

These will be granted on first requested first granted basis, however, in all cases they must be requested forty-eight (48) hours before required, this applies whenever feasible. The Company will be obligated to grant them subject to the following parameter of four percent (4%) of employees on each shift.

Sick Days:

Each employee will be granted a bank of three (3) sick days on January 1st of each year (pro-rated during the first year of employment).

The unused sick days will be reimbursed to the employee at seventy-five percent (75%) of the rate of pay for that day. They will be paid in the last pay period of January of the following year.

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

The Employer agrees that an employee shall not be required to take a medical examination unless the situation has been previously reviewed with the Union.

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 he is released from duty by the Employer. When employees are required to attend a meeting, they shall be paid for the time involved. For the purpose of determining the wage rates of part time employees, one hundred and sixty-two (162) hours worked shall be deemed to constitute a month.
- C. 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.

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.

- D. Where a new employee has previous employment within the automotive parts industry in work that is directly related to the job of Parts Handler, then such employee shall be granted credit for one-half ($\frac{1}{2}$) of such employment, to a maximum of twelve (12) months for the purpose of establishing his wage rate.

35. SOLICITATION OF FUNDS

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.

36. PAID ELECTION TIME OFF

Any employee having the right to vote during Federal, Provincial, or Municipal elections shall benefit, without loss of pay, from a leave equal to the number of hours required by the law governing such elections, at a time determined by the Employer.

37. GENDER AND NUMBER

Throughout this Agreement, when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as the feminine, as the case may be, were expressed.

38. MISCELLANEOUS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and same shall remain the property of the Employer.

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 Kelowna, British Columbia, this _____ day of _____, 2004.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

CLASSIFICATIONS AND HOURLY RATES

CLASSIFICATION	EFFECTIVE JAN 1 2003	EFFECTIVE JAN 1 2004
Parts Handler		
Order Entry Clerk		
Computer Operator		
0 - 4 months	\$10.05	\$10.05
5 - 12 months	\$10.80	\$10.80
13 - 24 months	\$11.55	\$11.55
25 - 36 months	\$12.40	\$12.40
37 - 48 months	\$13.15	\$13.15
49+	\$13.90	\$14.04
Shipper/Receiver		
0 - 4 months	\$10.30	\$10.30
5 - 12 months	\$11.05	\$11.05
13 - 24 months	\$11.80	\$11.80
25 - 36 months	\$12.65	\$12.65
37 - 48 months	\$13.40	\$13.40
49+	\$14.15	\$14.29
Student*	\$8.50	\$8.50

***Students:** The Employer will hire students to work from May 1st to September 30th, providing no regular employees are on lay-off and part timers are working up to 40 hours, if they so request.

Part Timers: They will be paid the base rate of the classification in which they work.

Lead Hand: They will be paid a premium of \$0.75 per hour above the Shipper/Receiver rate. This premium is not paid at 150% or 200% when overtime hours are worked.

Classifications:

1. Employees currently holding these classifications will not be affected by the signature of the contract (nobody will have a claim to a different classification due to seniority).

-
2. The Core & Warranty classification will be paid at the rate of pay of the Parts handler classification.

3. When a classification becomes available for one (1) week or more, it will not be posted but nevertheless, if another employee must be assigned, he will be assigned according to seniority and ability, and his rate of pay will be adjusted accordingly, if the job rate is higher. Otherwise, the employee's pay will be maintained.
4. It would be understood that the above classification system will not have the effect to reduce the flexibility of day-to-day operations and prevent employees from working outside their classification when required.

LETTER OF UNDERSTANDING

BETWEEN: **UAP/NAPA AUTOMOTIVE WESTERN PARTNERSHIP
(KELOWNA DISTRIBUTION CENTER)**
1901 Windsor Road
Kelowna, British Columbia

(hereinafter referred to as the "Employer")

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")

**SUBJECT: OPERATIONAL REQUIREMENTS AS THEY PERTAIN TO THE PARTS
HANDLER CLASSIFICATION**

It is understood by the parties that the work procedures, for work areas, in the warehouse shall be in general as described herein.

Teams in swarms will do the picking from one area of the warehouse to another. Once this is accomplished during the workday, the team or teams will be assigned other warehouse duties in the same fashion.

Seasonal fluctuations in the volume of the business, will from time to time, modify the degree to which we operate in this fashion. When business conditions dictate that the operation reverts to a process by which picking is done by areas, then the choice of area, will be offered by seniority and ability to the employees affected.

It is also understood that job postings will only be for classifications as described in Appendix "A".

It is mutually agreed that parties may discuss changes and modifications to these procedures and come to a mutually agreed upon understanding during the course of this Collective Agreement.

