

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNIVAR CANADA LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1st, 2003 - December 31st, 2005**

**DON McGILL  
Secretary-Treasurer**

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**UNIVAR CANADA LTD.**

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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) of the 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.

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

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

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

- (a) The Union shall each month mail to the Company a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Company 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 Company 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 Company 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.

- (d) Where a dispute exists with respect to the payment of deductions, the Company will co-operate in providing the Union with copies of the appropriate payroll records.
- (e) 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 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 an 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 or her from reporting to work, he or she will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as their doctor states they can return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer. However, no legitimate and reasonable request for a leave of absence will be denied.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reasons, his or her employment may be terminated, subject to proper proof of same.

- (d) If leave of absence is granted to an employee who has been elected to a full time office in the Union, such leave will not extend beyond a three (3) year period.

- (e) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (f) In case of death in the immediate family (employee's husband, wife, mother, father, children, sister, brother and in-laws) employees shall be granted compassionate leave with pay for a period considered reasonable in the circumstances from one (1) to three (3) days, when such leave is necessary to make arrangements for or to attend the funeral (or memorial service in lieu).
- (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. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

## **6. SHOP STEWARDS**

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violations of this Agreement.
- (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. The number of Stewards will be consistent with the need.

- (d) The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.
- (e) Shop Stewards shall be allowed to take up grievances during working hours.
- (f) Up to two (2) Shop Stewards shall be allowed time off work with pay for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

## **7. WORK CLOTHES**

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
  - (i) Sufficient coveralls or smocks to maintain a reasonable degree of cleanliness each week.
  - (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board, without charge.
  - (iii) Each employee, following his probationary period, shall be reimbursed by the Employer one hundred percent (100%) of the cost of his safety boots as required.
  - (iv) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
  - (v) Full cost of appropriate footwear in condition warranted areas, such as Acid Room. Such footwear is to remain on Company premises.
  - (vi) Storm Coats in exposed areas such as Tank area.

## **8. UNION NOTICES**

- (a) The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Board.
- (b) The following items must be posted on said Notice Board:
  - (i) A copy of this Agreement;
  - (ii) A valid Seniority list to be revised every six (6) months and a copy to be sent to the Union;

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

## **9. CONFLICTING AGREEMENT**

- (2) 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.

## **10. PROTECTION OF RIGHTS**

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm or truck which is engaged or involved in any controversy with this or any other Union, and reserve the right to refuse to accept goods from or to make pick-ups from or deliveries to establishments where picket lines, strikes, or lockouts exist. This shall not apply to picket or placard lines established as a result of jurisdictional dispute between two (2) or more Unions.
- (b) Before the Union and its members refuse to handle or accept goods pursuant to Article 10, Clause (a), the Union shall first give reasonable prior notice to the Employer in writing that such a refusal will be made by the employees and shall discuss such refusal with the Employer.
- (c) All Union dues and Health and Welfare Plan Contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made.

## **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, 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 the nature of the transaction, not including financial details.
- (c) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.
- (d) 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.
- (e) In the event that an employee provides a truck for use by the Employer, all reasonable costs, including depreciation to the said employee in connection therewith while such truck is actually in use on behalf of the Employer, shall be paid by the Employer to the employee, in addition to all wages payable hereunder.

## **12. GRIEVANCE PROCEDURE**

- (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 thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

- (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 Superintendent. 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.

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 Article 23 (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) 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.
- (f) 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 thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case two (2) years from the date of occurrence such statement shall be deleted from the employee's file.

### **13. JOB POSTING**

- (a) When a vacancy occurs, it shall be openly posted for three (3) working days, and employees will be entitled to make application by signing the posting within the prescribed time limits for the job during such posting. In determining who shall fill the vacancy, the ability

and seniority of the applicants shall be considered, but seniority will be the major factor in awarding the job.

Employees on approved leave of absence of any kind will be considered as applicants for the vacancy.

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

- (2) An employee who applies for and is awarded a relief position:
  1. Can withdraw from the position as such time as he/she decides he/she does not wish to fill the relief position on a regular full-time basis.  
  
If the regular full-time position becomes vacant and the relief employee declines the opportunity to fill the position, the relief position will be re-posted.
  2. All regular full-time employees have the right to apply for a relief position. In the event a regular full-time employee applies for a relief position in a classification that carries a lower rate of pay the employee shall receive his/her higher rate of pay for all hours worked in the relief position.
  3. A relief employee will have the right to move into the regular full-time position in which he/she has been relieving at such time as a regular full-time position becomes available.
  4. To initiate this process all relief positions, including those that have previously been filled will be posted and filled in accordance with Article 13 Job Postings.
- (c) Relief positions will be awarded according to the above ability and seniority provisions in (a).
- (d) Any employee promoted to a different classification shall be allowed a reasonable period of trial up to ninety (90) days, and if found unsatisfactory shall be given he opportunity of going back to his former position without loss of seniority.

#### **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 the employees then on the payroll through the Job Posting procedure of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer. Cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test. The Employer further agrees to notify the Union as soon as its final decision is made as to the introduction of such new equipment or any such procedural change. Failure on the part of the Employer to comply with these provisions will automatically give cause for a grievance.

(b) **Change in Working Conditions**

Notwithstanding the other provisions of this Agreement, wherever the Employer alters or otherwise affects a change in the working conditions of any employee, which it is claimed is not provided for herein, such alteration or change shall become a matter for negotiation re wages and working conditions, or failing agreement, for Arbitration under the terms provided elsewhere in this Agreement. Such notification shall normally be given at least three (3) months prior to the intended change.

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

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than three (3) days prior to the day of payment. All wages earned by casual employees will be paid to a day not more than five (5) working days prior to the day of payment.
- (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 (either time and one-half (1/2) or double or triple time), 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 of the error.
- (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 in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by April 15th of each year.

Vacations will insofar as possible be scheduled during the summer months at times desired by the employees. However, when orderly and continuous operation may so require, the Employer will have the ultimate right to determine the vacation time.

- (2) All employees of the bargaining unit will be entitled to a period of vacation in accordance with the following:

Effective January 1<sup>st</sup> of each year

Employees with 1 year but less than two years	2 weeks vacation	or 4% of their annual gross earnings for the calendar year they
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		are taking their vacation whichever is greater
Employees with 2 years but less than 10 years	3 weeks vacation	or 6% of their annual gross earnings for the calendar year they are taking their vacation whichever is greater
Employees with 10 years but less than 18 years	4 weeks vacation	or 8% of their annual gross earnings for the calendar year they are taking their vacation whichever is greater
Employees with 18 years but less than 25 years	5 weeks vacation	or 10% of their annual gross earnings for the calendar year they are taking their vacation whichever is greater
Employees with 25 years or more	6 weeks vacation	or 12% of their annual gross earnings for the calendar year they are taking their vacation whichever is greater

- (b) In calendar years during which an employee's two, ten, eighteen and twenty-five (2,10,18 and 25),year anniversary date is attained he is entitled to three, four, five, and six (3,4,5 and 6) weeks vacation respectively.
- (c) When an employee has been paid for working a minimum of fifteen hundred (1500) hours in a calendar year, he/she shall be eligible for vacations with pay as above set forth.

For purposes of this sub-section, an employee absent on vacation or general holiday or on sick leave or Worker's Compensation (to a maximum of ninety (90) days per year), shall be considered as "paid for working". If less than fifteen hundred (1500) hours has been paid, the employee shall be entitled to vacations as above set forth, the applicable percentage rate only shall apply.

- (d) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he/she shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.

- (5) 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%), 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.
- (6) 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 vacations pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commission of anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled.

**17. GENERAL HOLIDAYS**

- (a) It is agreed that all employees shall be entitled to the following General Holidays, with pay, based on eight (8) hours of their applicable rate:

New Year's Day	Canada Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
B.C. Day	Friday prior to Employee's Birthday	

Effective January 1st, 1981 and each year thereafter a twelfth (12th) General Holiday at a time agreed each year by mutual arrangement of both parties.

- (b) The Employer agrees that if during the life of this Agreement or any subsequent Agreement, that either the Federal or Provincial 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) Employees who are required to work on a General Holiday shall in addition to their regular Holiday pay, receive double their hourly rate for all hours worked during that day.
- (d) It is agreed that the General Holidays shall take place when specified as a legal 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 (Saturday or Sunday), or on his annual vacation. The employee shall be given a

mutually agreed day off or an extra day's pay, as he chooses.

- (f) Each employee who is absent up to six (6) months due to (a) illness, (b) non-compensable accident, (c) compensable accident, or (d) laid off within seven (7) days of such Holiday, when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence for one (1) of the four (4) reasons set out herein.
- (g) In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or payments under the appropriate Welfare Plan 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.
- (h) If the employee wishes, he may have the Employer use such monies that he would be entitled to as set out herein to pay his Union dues and any other payments required by law or the terms of this Agreement.

#### **18. SEPARATION OF EMPLOYMENT**

- (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.
- (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.
- (c) When an employee leaves the employ of the Employer for any reason or is laid off, the Employer shall give to the employee his Record of Employment Certificate showing paid up credits to his last day of employment.

#### **19. SENIORITY**

- (a) There shall be one (1) Seniority list.
- (b) The Employer shall immediately and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed or how many hours they work. Persons employed for vacation relief work only shall not

accumulate seniority. A copy of this list will also be posted on the Bulletin Board as per Article Eight (8).

(c) **Layoffs**

Layoffs and re-employment shall be based on seniority in the entire warehouse; that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.

If an employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay and overtime, if involved.

(d) **Probationary Period**

A probationary period of thirty (30) calendar days shall apply in the case of new employees before seniority commences, and such employee may be laid off or terminated by the Employer, if it has just cause to do so.

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.

(e) 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 a legitimate reason, or

(v) Is on continuous layoff for twelve (12) months.

Any employee who has been laid off due to lack of work shall have the right to remain on the seniority list for twelve (12) months and have the right to recall based on his seniority. If any laid off employee is not recalled within the aforementioned twelve (12) month period he shall receive severance pay as set out in Article 26 herein.

(f) The Employer agrees, when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and seasonal employees for available work, provided said senior employees can perform the work available.

(g) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.

(h) **Casual Employees**

A casual employee is an employee who when hired has been so designated and the Union so advised. Upon completion

of thirty (30) working days of employment, such casual employee shall receive an additional 20¢ per hour in lieu of fringe benefits.

A casual employee's normal service shall not exceed three (3) consecutive months. Should he be required beyond that period, he shall be placed on the seniority list or upon the approval of the shop committee, shall be carried as a casual employee for a maximum of one (1) more month.

The Shop Committee, for the purposes of this Section, shall consist of the Shop Stewards appointed, as provided in Article 6.

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

(a) Each regular employee (excluding casual, probationary and employees hired for vacation relief) shall work and be guaranteed eight (8) hours each day, provided he commences work at the start of his shift with a half (1/2) hour off for lunch 7:30 a.m. - 4:00 p.m.

(b) Any hours worked in excess of eight (8) Monday to Friday as defined in Section (a) above in any one (1) day shall be at the rate of double time.

Payment on first hour as follows - under one-half (1/2) hour to be paid for one-half (1/2) hour; if in excess of one-half (1/2) hour, one (1) full hour to be paid at overtime rate.

(c) All work performed on Saturday or Sunday shall be at the rate of double time, with a minimum of four (4) hours guarantee.

(d) Any employee called in by management to work in any emergency prior to starting his working day Monday to Friday, shall be paid a minimum of three (3) hours' pay at the rate of double time effective January 1, 1998. Any employee called in by management to work in any emergency after his working day has been completed Monday to Friday, shall be paid a minimum of three (3) hours' pay at the rate of double time.

(e) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees concerned who normally perform such work.

(f) Any variance of one hour, or more, from the normal start time of a scheduled shift, as defined in (a) above, shall receive a 50¢ premium effective January 1, 1999 for all hours in the shift paid at straight time.

- (g) 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.
- (h) All employees engaged in sulph hydrate and other dirty work where he would require a longer wash-up period to get clean, such employees shall receive a paid wash-up period commensurate with the type of work involved.
- (i) Employees may for what they consider to be a legitimate reason, refuse to work overtime.
- (j) An employee may elect to have any overtime, up to a maximum of forty (40) hours at any given time banked to his credit. The employee will have the option at the time the overtime is worked to bank it or be paid for it with the next pay. Banked overtime will be accrued January 1st to June 30th and July 1st to December 31st each year. Overtime, once banked shall be utilized as follows:
  - (i) it shall be taken as time off during the period in which it was banked.
  - (ii) if not taken as time off it shall be paid out on the first pay following the end of the period in which it was banked.

The pay-out of all, or part, of banked overtime hours prior to the end of a period will not be permitted.

Application for time off will be in accordance with the following:

- (i) Application for time off will normally be received two (2) weeks in advance of the date of absence and will be subject to the approval of the Warehouse Manager.
  - (ii) In the case of an emergency, an employee may be permitted to use banked overtime without having given the required two (2) week notice, provided that the Warehouse Manager agrees.
  - (iii) Banked overtime can be taken during peak vacation periods (i.e. summer, Christmas, Easter **only** after all other employees have had an opportunity to schedule their vacation time.

(iv) Banked overtime leave will not be approved where additional costs will result for the Company or Company service will suffer.

(v) Banked overtime must be taken in periods not less than one (1) working day (i.e. 8 hours) in length. In the case of an emergency an employee may be permitted to take four (4) hours from his overtime bank. In no instance can overtime be taken as less than a four (4) hour period.

## **21. LUNCH AND REST PERIODS**

- (a) No employee shall be worked longer than four and one-half (4 1/2) hours without a half (1/2) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which must be given as follows.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half (1/2) of their daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1/2) hours from the commencement of each half (1/2) of an employee's work shift. The lunch room shall be large enough and have adequate seating for all employees.
- (c) Effective January 1, 2003 when it becomes necessary to work overtime of two (2) working hours or more beyond his regular shift, the Employer shall see that each employee so worked shall receive a meal break of thirty (30) minutes, without pay, but shall receive a meal allowance of thirteen dollars (\$13.00) to be paid at the time of said overtime and meal period.

At the option of each employee, the employee may elect to take the thirty (30) minute break as described or work through, but, regardless of the employee's choice, he shall receive the meal allowance.

## **22. 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 one (1) week, to see if he or she is able to do the job he or she 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.

- (c) If an employee is placed in a lower category on his return to work after having been on Compensation, and it is proven that his accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified job rate of pay he held at the time of the injury.
- (d) The Employer agrees to pay any employee on Compensation the difference for what he is receiving from W.C.B. payments and an employee's regular take home pay for up to a maximum of three (3) months for each claim recognized by the Workers' Compensation Board.

### **23. SAVINGS CLAUSE**

- (a) Should any part hereof or any provision herein contained be tendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions, and such remaining portions shall continue in full force and effect.
- (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 12.

### **24. INSPECTION PRIVILEGES**

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

**25. SANITARY FACILITIES, ETC.**

- (a) Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Employer.
- (b) Clothes closets of a suitable size shall be provided by the Employer for the protection of employees' clothes and personal belongings.
- (c) The Employer agrees to provide lunch space of a sufficient size to accommodate the staff.
- (d) The Employer agrees that, where it is reasonable, the plant shall be heated and adequately ventilated.

**26. SEVERANCE PAY**

- (1) Employees who are terminated for reasons other than retirement, resignation or discharge shall receive severance pay of one (1) week's pay for each completed year of service.

**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, including a proper First-Aid kit in each service vehicle.

Any employee suffering any injury or employment induced illness while in the employ of the Employer **must** report same to the First-Aid attendant or Supervisor 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 Warehouse Superintendent 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 Superintendent and shall be so entered into a record book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.

(d) **Allergy or Recurring Illness**

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

- (e) There shall be two (2) employees in the Company designated as First-Aid Attendants at least one of whom shall be a member of the bargaining unit. The employees must possess a valid Industrial First-Aid Level II Certificate or be willing to obtain same. The selection of any bargaining unit First-Aid Attendant shall be carried out through the posting procedure outlined in Article 13.

The First-Aid Attendant shall be paid the remuneration listed below in addition to his regular hourly rate of pay.

\$1.00 per hour effective January 1, 1999  
\$1.50 per hour effective January 1, 2004

**28. MANAGEMENT**

- (a) The Employer retains the right to select its employees, to hire, discharge with cause, layoff, transfer, demote with cause, promote, or discipline them.

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 Grievance Procedure.

- (b) The Union recognizes the exclusive right of the Employer to operate and manage its business in all respects, subject to the provisions of this Agreement.

**29. WELFARE PLAN**

- (1) The Welfare Plan shall be as outlined in Appendix "B".

**30. 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 re-examined 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.
- (c) Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify his right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is not paid for by any part of the Welfare Plan, pay for such medical examinations.

### **31. ARTICLE HEADINGS**

- (1) 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. TRUCK MAINTENANCE AND SAFETY**

- (1) It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of

Management, and in respect thereto the Employer agrees to the following:

- (i) The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (ii) All trucks owned or leased by the Employer must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts.
- (iii) It is agreed between the Employer and the Union, having regard for the safety and driver health factor, that all units shall have adequate heaters, windshield wipers and defrosters installed.
- (iv) No drivers shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas and oil or to see it is in proper operating condition, nor in driving his vehicle to the proper place of maintenance and parking. This shall not apply to changing of flat tires when away from the plant.

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

- (a) The classifications, job descriptions and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) When a new job is created for which a wage rate does not exist in the Agreement, the Employer shall establish a rate for such a job. If the Union disagrees with such rate, the matter shall be settled through the Grievance Procedure and Arbitration Procedure.
- (c) Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer.
- (d) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.

- (e) If an employee is required to take time off during working hours to consult a doctor, chiropractor, dentist or similar health care practitioner, or to attend anybody at the request of the Workers' Compensation Board in regard to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day and any other day or days he is also required to fill such commitment or requirement.
- (f) When an employee is required to do work coming under more than one (1) wage category for four (4) hours or more in any one (1) day, the higher rate shall prevail, but at no time shall an employee be required to work for less than his normal rate of pay.

**34. 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 to contribute or not.



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**APPENDIX "A"**

<b>Classifications</b>	<b>January 1, 2003</b>	<b>January 1, 2004</b>	<b>January 1, 2005</b>
Foreman	24.47	25.08	25.59
Shipper/Receiver	23.30	23.88	24.36
Semi Driver	23.08	23.66	24.13
Truck Driver	22.75	23.32	23.79
Acid Filler	22.58	23.14	23.60
Tankcar Unloader	22.37	22.93	23.39
Drum Yard Receiver	22.58	23.14	23.60
Operator Formulator	22.58	23.14	23.60
Forklift Operator - first 90 days	22.15	22.70	23.15
Forklift Operator - thereafter	22.37	22.93	23.39
Casual	19.60	20.09	20.49
Student Rate	70% of applicable applied rate	70% of applicable applied rate	70% of applicable applied rate

Employees required to operate boilers and have a boiler ticket shall receive an additional ten cents (10¢) per hour for all hours paid.

The Employer agrees that the wage rates effective January 1<sup>st</sup>, 2003 shall be paid retroactively to each employee for all hours worked subsequent to December 31<sup>st</sup>, 2002.

In addition to the above rates, effective January 1<sup>st</sup>, 2004 each employee with ten (10) years service based on his anniversary date shall receive an addition forty-five cents (45¢) per hour. Each employee with five (5) years service based on his anniversary date shall received an additional thirty-five cents (35¢) per hour. The first day of the month in which an employee becomes eligible shall be the effective date.

Note:

**Classifications dropped in 2003**

Bagger - no longer doing bagging at the Richmond facility

Warehouseman- replaced by Forklift Operator

## APPENDIX "B"

1. **M.S.P. -**

Coverage provided by Medical Services Plan of B.C. Employer pays 100%.

2. **Group Life Insurance -**

Based on 200% of annual wages, exclusive of overtime, employee pays eight cents (.08¢) per thousand dollars of insurance per month. Employer pays the balance. Spouse and dependent life insurance premium paid by Employer.

3. **Long Term Salary Continuation Insurance -**

Employee becomes eligible following three months of continuous service. Coverage is 60% of wages, exclusive of overtime, to a maximum of \$3,000.00 or company maximum, whichever is higher. The premium cost is paid by the employee. Benefit to be paid for two (2) years if unable to perform duties pertaining to occupation; after two years benefit payable only if totally disabled.

4. **Accidental Death and Dismemberment Insurance -**

Coverage is 5 times annual earnings. Employer to pay full cost.

5. **Pension Plan -**

Effective January 1, 1994, Union employees will accrue pension benefits for service on and after January 1, 2003 in accordance with the defined benefit provisions of the Univar Canada Ltd. Pension Plan. In addition, each Union employee will be credited with such additional years of credited service for defined benefit purposes as can be purchased with each Union employee's Union Contribution Account as of January 1, 1994. The additional years of credited service purchased by each Union employee, as well as the benefits payable in respect of these additional years of credited service shall be set forth in the Univar Canada Ltd. Pension Plan document.

6. **Sick Leave Policy -**

- (i) After completion of the probationary period, sick leave with pay will be allowed at the rate of six (6) days per year of employment. Unused sick leave will be accumulated to a maximum of twelve (12) days.
- (ii) Upon completing two (2) years of service, sick leave with pay will be granted as follows:

- A. When the absence is due to sickness or accident, full pay (less Workers' Compensation weekly benefit payments, if any) will be paid.

These payments will continue for the remainder of thirty (30) calendar days beginning with the first day of the illness.

- B. For the next sixty (60) calendar days, one-half (1/2) of full pay will be allowed.

- C. There will be no pay allowances after the above ninety (90) days. Long Term Salary Continuation, Workers' Compensation, is available to employees from this point on.

(iii) Upon completing five (5) years of service, sick leave with pay will be granted as stated in paragraph (ii) A., except that full pay will be allowed for ninety (90) calendar days beginning with the first day of major illness.

(iv) The Employer retains the right to request a statement of an employee's condition from his physician, or to have a doctor of its choosing examine the employee.

7. **Dental Plan -**

Employee becomes eligible following one (1) month of service. Coverage as provided by Great West Assurance, covering 100% of basic dental care, 50% of major dental care, and 50% for Orthodontia for dependent children to a \$2,000.00 lifetime maximum. Cost of dental coverage as of March 1st, 1992 will be \$8.09/family and \$2.64/single.

8. **Extended Health Care -**

As provided by Great West Life Assurance. Total cost to be paid by Employer.

9. **Vision Care -**

Effective January 1, 2001 Great West Life will provide a Vision Care benefit of two hundred dollars (\$200.00) every 24 months to employees and their eligible dependents. Company to pay full premium.

**LETTER OF UNDERSTANDING**

**BETWEEN: UNIVAR CANADA LTD.**

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

**RE: ANNUAL VACATION**

If, during the term of this Agreement, the Company changes the terms of the Company's annual vacation plan such that the Company Plan provides a better time off benefit than the annual vacation contained in this Agreement, such additional time off benefit shall be provided to employees covered by this Agreement.

DATED AT \_\_\_\_\_, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_

\_\_\_\_\_  
FOR THE COMPANY

\_\_\_\_\_  
FOR THE UNION