

**COLLECTIVE AGREEMENT**

**BETWEEN**

**WESTEX SUPPLY LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**MARCH 1, 2003 - MARCH 31, 2005**

**DON McGILL  
Secretary-Treasurer**

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**Membership:**

- 2:02 All employees covered by this Agreement must be members in good standing of the Union.
- 2:03 The Union shall have the exclusive right to determine who is a member in good standing, within the guidelines of the Local Union By-Laws and the Constitution.
- 2:04 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company within the bargaining unit. The Union shall provide the Company with notice in writing when an employee is to be terminated in accordance with this section.
- 2:05 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

**Authorization of Deductions:**

- 2:06 New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable monthly in advance. Dues shall be deducted from the second pay of the month.

**Picket Lines:**

- 2:07 It shall not be a violation of this Agreement or cause for discharge or disciplinary action if an employee refuses to cross a picket line.

**Strike and Lockout:**

- 2:08 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slow-down, either partial or general, authorized by the Union.

**Shop Stewards:**

- 2:09 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such stewards. Reasonable time shall be given to the Shop Steward to carry out his duties. The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the notice. Executive officers of the Union or Shop Stewards, who are

required to attend meetings at the call of the Union, shall be allowed time off by the Company provided advance notice is given to the Employer.

**Business Representatives of the Union:**

2:10 In the carrying out of regular duties, Business Representatives of the Local Union shall have access to Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or foreman prior to visiting the Company's premises.

### **ARTICLE 3 - HIRING**

3:01 When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) days in which to apply for Union membership. If he fails to do so, he may be replaced by a Union member when available.

#### **Contract and Hired Trucking:**

3:02 Cartage work to be contracted out on a preferential basis to carriers who are signatory with a Teamsters Local Union.

#### **Rental Equipment:**

3:03 No Company equipment (whether leased, rented or owned) shall be leased, rented or loaned, if the end result would be the downgrading or lay-off of any employee.

### **ARTICLE 4 - NEW CLASSIFICATIONS**

#### **Rates and Effective Dates:**

- 4:01 (a) The Company shall notify the Union when any new classification coming under the jurisdiction of this Agreement is added, or if there is substantial change in the duties of an existing job. The Union and the Company shall negotiate on the rate to be established and that rate, once established, shall be retroactive to the introduction date of the new classification. This shall also apply to classifications that have been inadvertently left out of the existing Agreement, except it shall only be retroactive to the date of the oversight being brought to the attention of either party.
- (b) Where there has been a gradual change in job content to the point where a higher rate ultimately becomes appropriate, the higher rate shall be retroactive to the date when the changed situation was first indicated to the Company.

### **ARTICLE 5 - DISCHARGE OF EMPLOYEES**

#### **Discharge:**

5:01

The Company has the right to discharge any employee for just cause. Employees shall be notified in writing the reasons for their dismissal. A copy shall also be forwarded to the Union.

## **ARTICLE 6 - MANAGEMENT RIGHTS**

### **Management:**

6:01 The management and operation of and the direction and promotion of its working forces is the exclusive right of the Company, provided however, that nothing in any of the provisions of this clause shall in any way limit, void or contradict the other provisions of this Agreement.

## **ARTICLE 7 - WAGES AND WAGE STATEMENT**

### **Wages:**

7:01 The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

### **Statement:**

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays, and all deductions made therefrom. The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

7:03 (a) Employees shall be paid semi monthly (15th and last day of month) during working hours.

(b) Cash advances will be given where necessary, but the employee must give one (1) day's notice.

7:04 Vacation pay shall be paid on a separate cheque.

7:05 If an employee is terminated by the Company, his cheque shall be prepared and dispatched on the following work day for all monies due.

7:06 If an employee terminates of his own accord he will be paid on the next scheduled pay day.

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

### **Hours of Work:**

8:01 The work week for all employees covered by this Agreement shall consist of five (5) eight (8) hour days, commencing on Monday and ending on Friday. The work days shall commence not earlier than 6:00 A.M. and shall not end later than 5:00 P.M. All employees covered by this Agreement shall be entitled to two (2) consecutive days off, which shall be Saturday and Sunday.

8:02 Employees who report to work shall be paid not less than eight (8) hours' wages with the exception of casuals called in who shall be entitled to the four (4) hour minimum.

**Late Start:**

8:03 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed one-half (1/2) hour to report for work unless reasonable circumstances warrant a longer reporting time being allowed.

**Daily Overtime:**

8:04 Overtime shall be voluntary. However, should overtime be necessary and there are no volunteers, then it shall be performed by the least senior, qualified employee(s) available.

8:05 (a) All overtime worked immediately prior to and/or immediately following the employee's regular hours shall be totalled and paid at time and one-half (1 1/2) for the first two (2) hours and double time (2X) thereafter.

(b) Employees of the bargaining unit shall not be excluded from the inventory duties, but all time will be at straight time.

8:06 If an employee is late for work, and on that day is required to work overtime, premium rate will not apply until he has worked the equivalent time of his normal shift.

8:07 If overtime is worked, it shall be divided as evenly as possible. An employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime.

**Normal Days Off:**

8:08 Double time (2X) shall be paid for all hours worked on an employee's normal day off, except that straight time rates shall be paid for December 24th.

**Banked Overtime:**

- 8:09 All employees shall have the option to bank overtime but must inform the Employer by January 1st of each year.
- 8:10 The employee may cease banking overtime but he must inform the Employer by July 1st of each year.
- 8:11 All banked overtime must be taken within the following year at the employee's request, but the employee must inform the Employer two (2) weeks prior to the time off and must not coincide with another employee's annual vacation.
- 8:12 When an employee is required to work overtime, and is going to bank the overtime, he shall bank one and one-half (1 1/2) hours each, of the first two (2) hours and double time (2X) for all hours in excess of two (2) hours.

**ARTICLE 9 - SENIORITY**

**Probationary Period:**

- 9:01 There shall be a probationary period of thirty (30) days worked. On completion of the probationary period seniority shall date back to date of hire.

**Seniority List and Classification:**

- 9:02 The Company shall keep on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced his employment, classification, hourly rate and social insurance number. The Company will forward a copy of this list to the Union, at least once every three (3) months and it shall be attached to the check-off list, as per Article 2:06.

**Layoff and Rehire:**

- 9:03 The Company when laying employees off shall lay them off in reverse order by their seniority within the branch, providing the employee to be laid off can be competently replaced by one of the remaining employees.
- 9:04 When vacancies occur, the Company shall rehire laid off employees according to seniority within the job classification for which he is qualified.

**Job Posting:**

- 9:05 When there is a vacancy that the Company decides to fill, the Company shall post and keep posted for not less than seventy-two (72) hours or three (3) consecutive working days in a conspicuous place in that operation of the Company where the vacancy exists, notice of the vacant positions. Any employee in the operation covered by this Agreement may apply for any such vacant position and the Company may fill such position with the applicant employee who has the greatest overall seniority, and has the basic qualifications to do the job. The Union shall receive copies of all the postings upon request.
- 9:06 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.
- 9:07 The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such postings.
- 9:08 No employee may change job positions through the job posting procedure more than twice in any twelve (12) month period. All postings to be reviewed by Union and Management.

**Loss of Seniority:**

- 9:09 Seniority will not be retained by an employee who is terminated for lack of work and who is not rehired within a period of twelve (12) months from the date of termination.
- 9:10 Should an employee who has been laid off and is properly notified to return to work does not report for work, then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number.

**ARTICLE 10 - STATUTORY HOLIDAY**

**Entitlement:**

- 10:01 Every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other holiday proclaimed by the Provincial or Federal Government, provided however, that the employee shall have worked his

"scheduled" work day prior to such holiday and his "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his Superintendent. Any employee required to work on any of the above holidays shall receive double time (2x) in addition to the day's pay. The above Statutory Holidays shall be paid to all employees on the scheduled payday following such holiday. Christmas Eve shall be a work day and paid at straight time to a maximum of four (4) hours.

**Qualify:**

- 10:02
- (a) All employees who have completed the probationary period will be entitled to General Holiday pay subject to the following conditions. Employees who have worked forty (40) hours immediately to and forty (40) hours immediately after the General Holiday must work his last scheduled shift before the holiday and his first scheduled shift after the General Holiday to be entitled to the Holiday pay.
  - (b) Employees on layoff must work a minimum of five (5) days within the thirty (30) calendar days immediately preceding or following the General Holiday and the employee must have worked his last scheduled shift before the holiday and/or his first scheduled shift following the holiday, to be entitled to be paid for the General Holiday.

10:03 Exceptions to not working the day before or the day after the holiday shall be:

- (a) Verified illness, quarantine or accident;
- (b) Death in the immediate family;
- (c) Jury Duty;
- (d) Annual Vacation;

for which the employee shall receive either an additional day's pay, or shall receive another day's vacation in lieu of the holiday at a time mutually satisfactory to both parties.

The above listed exceptions shall not exclude the employee from receiving his regular General Holiday pay.

10:04 If a General Holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. If two (2) consecutive General Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays.

## **ARTICLE 11 - ANNUAL VACATION**

### **EMPLOYEES EMPLOYED BEFORE APRIL 1, 1989**

#### **Three Weeks:**

11:01 Each employee who has completed one (1) year of continuous service in the employ of the Company and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to three (3) consecutive weeks vacation with pay equal to three (3) full weeks straight-time pay at the employee's regular rate, or six percent (6%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

#### **Four Weeks:**

11:02 Each employee who has completed nine (9) years of continuous service and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to a total of four (4) weeks vacation with pay equal to four (4) full weeks straight-time pay at the employee's regular rate, or eight percent (8%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

#### **Five Weeks:**

11:03 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks vacation with pay equal to five (5) weeks straight-time pay at the employee's regular rate, or ten percent (10%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

11:04 **Summary:**

**VACATION ALLOWANCE**

<b>Years of Service</b>	<b>Length of Vacation</b>	<b>Payment (Whichever is greater)</b>
1 year to 9 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
9 years to 25 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
over 25 years	5 weeks	5 full weeks or 10% annual gross earnings

11:05 Employees whose service qualifies them for vacation in accordance with 11:01, 11:02 or 11:03, but who have not worked the minimum hours stipulated, shall be given the full vacation time off, but the vacation pay shall be based on the applicable percentage rates.

**EMPLOYEES EMPLOYED AFTER APRIL 1, 1989**

**Two Weeks:**

11:06 Each employee who has completed one (1) year of continuous service in the employ of the Company and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight-time pay at the employee's regular rate, or four percent (4%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

**Three Weeks:**

11:07

Each employee who has completed three (3) years of continuous service in the employ of the Company and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to three (3) consecutive weeks vacation with pay equal to three (3) full weeks straight-time pay at the employee's regular rate, or six percent (6%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

**Four Weeks:**

11:08 Each employee who has completed nine (9) years of continuous service and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to a total of four (4) weeks vacation with pay equal to four (4) full weeks straight-time pay at the employee's regular rate, or eight percent (8%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

**Five Weeks:**

11:09 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of fourteen hundred (1,400) hours for the Company during the preceding twelve (12) months shall be entitled to five (5) weeks vacation with pay equal to five (5) weeks straight-time pay at the employee's regular rate, or ten percent (10%) of gross earnings for the twelve (12) months immediately preceding his anniversary date, whichever is the greater.

11:10 **Summary:**

**VACATION ALLOWANCE**

<b>Years of Service</b>	<b>Length of Vacation</b>	<b>Payment (Whichever is greater)</b>
1 year to 3 years less a day	2 weeks	2 full weeks or 4% annual gross earnings
3 years to 9 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
9 years to 25 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
over 25 years	5 weeks	5 full weeks or 10% annual gross earnings

11:11 Employees whose service qualifies them for vacation in accordance with 11:06, 11:07, 11:08, or 11:09, but who have not worked the minimum hours stipulated, shall be given the full vacation time off, but the vacation pay shall be based on the applicable percentage rates.

**Vacation Requirements and Rights:**

- 11:12 The provision requiring employees to have worked a minimum of fourteen hundred (1,400) hours in each year in order to qualify for the full two-week (2), three-week (3), (4) four-week, five-week (5), or six-week (6) provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent on Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to requalify by working the minimum fourteen hundred (1,400) hours in the following year, or be paid their vacation pay as a percentage of earnings. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.
- 11:13 Employees shall be entitled to take their vacation in one (1) continuous period. Vacations shall be taken within the 12 month period for which they are applicable.
- 11:14 Should the Company request the employees who are on vacation to return to work during their vacation period, the Company shall pay the said employees wages equivalent to those paid for working Statutory Holidays.

**Choosing Vacations:**

- 11:15 The Company shall post for four (4) weeks a vacation calendar for the benefit of the employees.
- 11:16 Employees shall choose the time off for their annual vacation by seniority and category with due regard to Company operating requirements.

**ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES**

- 12:01 The Company shall not require any employee covered by this Agreement to work from his regular starting time less than four (4) or more than four and one-half (4 1/2) consecutive hours at any time without a minimum of at least one-half (1/2) hour off work.
- 12:02 A thirty (30) minute meal period shall commence not earlier than 11:00 A.M. and shall be completed by 1:00 P.M. Should the meal extend beyond 1:00 P.M. the employee shall be entitled to an additional one-half (1/2) hour to be added to his time for the day. The meal period shall be taken.
- 12:03 Where overtime accumulates beyond two (2) hours, the employee shall be paid \$6.00 for the meal.

12:04        Where an employee is called in early and works more than one (1) hour and less than two (2) hours overtime prior to his regular starting time, he shall be entitled to a fifteen (15) minute coffee break at his regular starting time.

**Coffee Break:**

12:05 A coffee break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the second half of the shift as possible. Time allowed for coffee breaks shall be fifteen (15) minutes each. A fifteen (15) minute coffee break shall be allowed each employee prior to working overtime at the end of the shift if he has to work more than one-half (1/2) hour of overtime.

**Safety Meetings:**

12:06 The Company shall establish and continue a safety program and shall operate as required by the Workers' Compensation Board regulations.

**Safety Equipment:**

- 12:07
- (a) Whenever the Company or the Workers' Compensation Act regulations require personal protective equipment and/or safety equipment to be worn on the job, such equipment shall be provided by the Company at no cost to the employee.
  - (b) The Company shall pay a safety boot or safety shoe allowance of seventy-five dollars (\$75.00) per year to each employee who has completed three (3) months of employment. It shall be mandatory for each employee to wear safety footwear.
    - (i) Employee must submit proof of purchase.
    - (ii) Payment shall not be made more frequently than twelve (12) months from date of last purchase.
    - (iii) The allowance will not exceed price of shoes.
  - (c) The Company shall also supply rainwear and gloves at no cost to the employee.

**Safety:**

12:08 Drivers or operators shall not be required to operate any vehicle which violates safety requirements. It shall be the driver's responsibility to report in writing to the Management any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" by the operator until properly repaired, and the tag shall only be removed by the operator who tagged the machine, or the manager.

12:09 It shall not be reason for discharge or suspension if any employee refuses to work in any area that is unsafe or hazardous to the employees.

**First Aid:**

12:10 The Company when requiring first aid men, who work at other duties, in addition to their regular rate shall pay such employees for the ticket required at the following rates:-

Twenty-five cents (25¢) per hour - Class C Ticket

Thirty-five cents (35¢) per hour - Class B Ticket

Forty-five cents (45¢) per hour - Class A Ticket

**On Job Injury:**

12:11 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident or injury.

**Time Off Re Accidents:**

12:12 Should an employee be involved in an accident while on Company time, or with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required except in a clear case of negligence. The Company shall supply representation for the employee if there is any possibility of the Company being involved in any action because of the accident. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

**Jury Duty:**

12:13 The Company shall continue to pay any employee whose absence is due to serving Jury Duty, provided however, that all sums received by way of payment for Jury Duty shall be payable to the Company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay. Employees shall notify their Supervisor of selection for Jury Duty whenever possible.

12:14 It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

**Bereavement Leave:**

12:15 In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight-time eight (8) hour days off work will be paid for by the Company to attend to family matters. Immediate family shall be defined to include a wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, brother, sister, grandmother, grandfather, stepmother, and stepfather. In addition, if the employee is notified of the death while he is

working, he will be excused from and paid for the balance of that working shift and such time shall not be charged against the three (3) days of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company. Common Law partners shall be deemed to be a spouse.

**Leave of Absence:**

12:16 Leaves of absence may be granted at the discretion of the Company and the Union. All applications for leaves of absence must be made in writing. All applications shall be replied to in writing and a copy of the request and reply shall be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.

Any employee on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.

**Medical Examinations:**

12:17 Where the Company requests that an employee take a medical examination, the examination shall be arranged during working hours and the time required shall be regarded as time worked.

Employees returning to work following an injury or accident and/or who were on Workers' Compensation, and who are unable to perform their regular duties, shall, whenever possible be retrained and reassigned to other suitable work which is available.

**Higher Classification:**

12:18 If an employee starts his day's work, he shall not be paid less than his regular posted rate for the day. If work is to be made available at a lower paid classification, the employee shall be notified the previous day.

12:19 If an employee works at a classification of a higher rate for less than two (2) hours, he shall be paid a minimum of four (4) hours at the higher rate and if he works at a classification of a higher rate for more than two (2) hours, he shall be paid the higher rate for the whole shift.

**Washrooms and Lunchrooms:**

12:20 The Company agrees to maintain in its terminals and depots, adequate, clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition, there shall be provided adequate lunchrooms, which shall be kept clean and tidy.

**First Aid Room:**

12:21 The Company agrees to supply in its terminal a fully equipped first aid room, if required to by the Workers' Compensation Act, with an adequate supply of clean towels.

**Sound Level Protection:**

12:22 The maximum sound level (dBA) allowed on all new equipment either purchased or leased as of November 1, 1975 shall not exceed (dBA) level, as stipulated by the Workers' Compensation Board. The Company shall supply, upon request, ear protection equipment as required at no cost to the employees concerned.

**ARTICLE 13 - GRIEVANCE PROCEDURE**

**Qualifying Period:**

13:01 If, during the term of the Agreement, there should arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violation thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error, no consideration shall be given to either party unless such grievance is submitted within ten (10) days from the date of the alleged occurrence or incident. In the case of payroll errors, the time limit will be thirty (30) days. Once a grievance is instituted, the onus is upon both parties to resolve the matter as quickly as possible. When no counter action is taken for fifteen (15) calendar days after the grievance is instituted, it shall be deemed that the grievance is concluded in the favour of the griever.

**Time to Resolve Dispute:**

13:02 In the event that the Company and Union Representatives fail to reach a satisfactory settlement within fifteen (15) days after meeting to resolve the grievance submitted to them, or within such longer time as the parties agree to, then it may be referred to an Arbitration Board of three (3) persons, or if mutually agreed upon, a single Arbitrator, as follows:

**Arbitration:**

13:03 The party desiring arbitration shall appoint a Member for the Board and shall notify the other party in writing of its appointment, and particulars of the matter in dispute.

13:04 The Party receiving the notice shall within five (5) days thereafter, appoint a Member for the Board and notify the other party of its appointment.

13:05 The two arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of

them to agree upon a person willing to act, either of them may apply to the Minister of Labour, to appoint such third Member.

13:06 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its award within thirty (30) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the Parties.

**Suspension or Discharge:**

13:07 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.

13:08 The Arbitration Board shall have the power to substitute a suspension on lieu of a discharge.

13:09 The award of the Arbitration Board shall be final and binding upon both parties.

**Cost of Chairman:**

13:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

13:11 Any reprimand placed in an employee's file shall be removed after twelve (12) months.

**ARTICLE 14 - HEALTH AND WELFARE AND PENSION PLANS**

**Health and Welfare Plan:**

14:01 (a) Employees shall be covered by the Teamsters (Local 213) Health and Welfare Plan.

Effective January 1st, 1987, the Employer agrees to contribute the full cost of the Teamsters Local Union No. 213 Health and Welfare Plan, the Plan to be administered by Teamsters Local 213 Members Benefit Plans, for all employees of the Company and/or members of the

Union and eligible dependents coming under the jurisdiction of this Agreement.

It will be the responsibility of the Employer to ensure that all employees are enrolled in the Plan and for making remittances on their behalf. Failure of the Employer to enrol employees, forward completed forms and/or remit on the due date, being the tenth (10th) day of each month to the Trustees, will cause the Employer to be liable for any claims arising therefrom.

- (b) It shall be the Union's responsibility to supply all necessary forms to the Employer.

- (c) The Employer shall remit the premiums to the Teamsters Local 213 Members Benefit Plans Administrator and it shall be the Trustees' responsibility upon receipt of the remittance to distribute same, to the applicable carrier.
- (d) Health and Welfare remittances shall be totally paid for by the Company and effective May 1<sup>st</sup>, 2002 the monthly premium will be two hundred and seventy-seven dollars and fifty cents (\$277.50). Any further increases during the term of this Agreement must be agreed upon by the parties.
- (e) The Union Trustees shall have the right to amend/alter the benefit levels of this Plan, terminating the term of this agreement should they deem it appropriate or necessary.

**Eligibility:**

- (i) Any member of the Union who is in the regular employment of the Company on the effective date of the Health and Welfare Plan, shall join the Plan immediately.
- (ii) All members subsequently hired shall be eligible and join the Plan on the 1st of the month coincident with, or next following the completion of ninety (90) days.

**Pension Plan:**

14:02 Effective March 1st, 2003, the Company shall contribute two dollars (\$2.00) per hour for each hour the employee receives remuneration to the Teamsters (Local 213) Pension Plan.

**Contributions for Health and Welfare and Pensions:**

14:03 The contributions referred to shall be remitted monthly by the tenth (10th) day of the month following that to which they refer, together with a form supplied to the Company by the Union, which form shall provide full instructions.

**Retirement:**

14:04 Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches pensionable age under the Canada Pension Plan. Any employee, however, may at his option, with the consent of the Company, retire before reaching that age or by mutual agreement between the Company and the Union, may postpone his retirement after pensionable age, provided that the employee is in satisfactory health.

**ARTICLE 15 - INTRODUCTION OF TECHNOLOGICAL CHANGE**

- 15:01 (1) Where an employer introduces or intends to introduce a technological change that:
- (a) affects the terms, conditions or security of employment of any employee to whom a collective agreement applies, and
  - (b) alters the basis on which a collective agreement was negotiated, either party may refer the matter to an Arbitration Board under the collective agreement.
- (2) The Arbitration Board shall decide whether the employer has introduced or intends to introduce a technological change, and on deciding that the employer has or intends to do so, the arbitration board:
- (a) shall immediately inform the minister of its findings; and
  - (b) may, then or later, order one or more of the following:
    - (i) that the change be made in accordance with the collective agreement unless the change alters the basis on which the collective agreement was negotiated;
    - (ii) that the employer will not proceed with the technological change for a period, not exceeding 90 days, the arbitration board considers appropriate;
    - (iii) that the employer reinstate an employee displaced by the technological change; and
    - (iv) that the employer pay that employee compensation for his displacement as the arbitration board considers reasonable.
- (3) An order made under this section binds all persons bound by the collective agreement.
- 15:02 Notwithstanding the provisions of Article 15:01, the Company shall notify the Union at least two (2) months in advance of:
- (a) the making of any major change in any production process;

- (b) the introduction of or the automation of equipment or sale, plant closure or relocation which would effect the terms and conditions of security of employment of any of the employees to whom this Collective Agreement applies.

15:03 Should any jobs disappear as a result of changes as described in 15:02, the employees affected shall have the opportunity to work (subject to the individual's seniority) at another classification. The employee shall have 21 day without loss of pay to demonstrate his competence to perform the duties of the job, during which period the Company will provide on-the-job familiarization as appropriate. At the expiration of the 21 days period he shall be placed on the rate applicable to his new job, provided he is reasonably competent to perform the duties of the job. If he is not reasonably competent after 21 days, he shall accept termination and Article 15:04 shall apply.

15:04 When an employee's job is discontinued as a result of changes described in Article 15:02, he shall have the option to transfer to other employment for which he is qualified or with which he can be familiarized as outlined in 15:03 subject to the seniority provisions. If his seniority is insufficient for him to remain as an employee, or if he chooses to accept termination in lieu of a transfer to other work, he shall receive severance pay of one (1) week's pay for each year of service, to a maximum of eight (8) weeks, provided he has a minimum of one (1) year's continuous service with the Company. Employees who receive severance pay and are hired shall be considered as new employees.

## **ARTICLE 16 - PROTECTION OF AGREEMENT**

16:01 Should the Company or any employee violate the terms of this Agreement as provided in:

- (a) Article 7 - Payment of Wages, or
- (b) Article 8 - Hours of Work and Overtime, or
- (c) Article 14 - Health and Welfare and Pension Plans

by paying or receiving less than full wages or overtime as provided in Articles 7 or 8 and/or failure to make contributions to the Health and Welfare and Pension Plans, then the following shall apply.

16:02 The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall

be immediately suspended from employment until the said payment is made to the said Committee.

- 16:03 In all cases of alleged violation, all pertinent Company payroll records shall be made available to the Union.
- 16:04 In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 13.
- 16:05 The above shall not apply to payroll or accounting errors.

## **ARTICLE 17 - SICK LEAVE**

- 17:01 Where an employee makes arrangements with the Company at least twenty-four hours in advance for time off to attend a doctor or dentist appointment, the Company shall pay for up to three (3) hours time loss at the employee's normal rate.
- 17:02 Employees shall be responsible whenever possible to record sick time, doctor visits and dentist visits on the time sheets.

## **ARTICLE 18 - INCREASES, DECREASES IN SERVICES**

- 18:01 It is understood that all drivers of trucks contracted to the Company for delivery service, shall, if they are now members of a Teamsters Local Union, be required to continue to remain members during the period of the current Agreement between the Company and the Teamsters Union and if any drivers that may enter into a contract for delivery service with the Company are not members, they shall be required to become members within fourteen (14) days and maintain that membership during the period of the current Agreement between this Company and the Union.
- 18:02 The Company shall not engage the services of a Dependent Contractor to replace or displace any employee.

## **ARTICLE 19 - SAVINGS CLAUSE**

- 19:01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages of this schedule, working fewer hours than stipulated in this Agreement, shall suffer a reduction in wages, conditions or increase in hours because of the adoption of this Agreement.

## **ARTICLE 20 - DURATION**

- 20:01 (a) This Agreement shall be for the period from and including March 1st, 2003 to and including March 31st, 2005. Either party to this Agreement may, within four months immediately preceding March 31st, 2005, give to the other party written notice to commence collective bargaining.
- (b) After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the **Labour Relations Code**, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by



**APPENDIX "A"**

**WAGES**

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE MAR1/03</b>
Warehouseman/Shipper/ Receiver (A)	\$19.61
Warehouseman/ Forklift Operator (B)	19.09
Warehouseman/Helper (C)	17.81

## JOB DESCRIPTIONS

### **Warehouseman/Shipper/Receiver**

(A) A person qualified to be responsible for:

- Shipping;
- Receiving;
- Inventory.

Works in warehouse and operates forklift and is responsible for directing warehouse requirements.

### **Warehouseman/Forklift Operator**

(B) A person qualified to be responsible for:

- Operation of forklift.
- Works in warehouse, assists Shipper/Receiver, and must be familiar with invoicing.
- Is under direction of Shipper/Receiver.

### **Warehouseman/Helper**

(C) A person qualified to be responsible for:

- Working in warehouse and driving forklift when necessary.
- Loads and unloads trucks, and is under direction of Shipper/Receiver.

**LETTER OF UNDERSTANDING**

**BETWEEN: WESTEX SUPPLY LTD.**

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

It is understood that the Warehouse Manager will perform the paper work connected with shipping and receiving, will check incoming orders and will oversee the compilation of orders.

He will not operate a forklift truck or handle material except where there is obviously no alternative.

DATED at Vancouver, B.C., this    day of                    , 2003.

FOR THE COMPANY

FOR THE UNION

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