

COLLECTIVE AGREEMENT

BETWEEN

EXCHANGE-A-BLADE LTD.

AND

TEAMSTERS LOCAL UNION No. 213

October 14th, 2004 - October 13th, 2008

**Don McGill
Secretary-Treasurer**

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EXCHANGE-A-BLADE LTD.

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THIS AGREEMENT entered into this 4th day of January, 2005.

BETWEEN: **EXCHANGE-A-BLADE LTD.,**
584 Ebury Place, Annacis Island,
Delta, B.C. V3M 6M8

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be in effect from October 14th, 2004 to and including October 13th, 2008 and shall continue in effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, 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.
- (b) 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.

3. UNION SECURITY AND DISPATCH PROCEDURES

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

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

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, to any person 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.

- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) 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. The Employer requires that requests for a leave of absence be submitted in writing, with a copy sent to the Union.

An employee may accept a position with the Company outside the bargaining unit for a period not to exceed ninety (90) calendar days. Should the employee not return to the bargaining unit within the ninety (90) calendar days, he will lose his seniority. This period may be extended by mutual agreement.

- (d) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family includes: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and step-parents.
- (f) All time lost by an employee due to necessary attendance on jury duty or any court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to 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. Once an employee is released from jury or witness duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All jury duty pay or witness payments 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.
- (g) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward(s) selected in accordance with the Union rules and regulations as the representative of the employees and hereby recognizes that the power to appoint and remove is solely vested with the Union.
- (d) The Union will advise the Employer of the identity of the Shop Steward(s).
- (e) Reasonable time shall be given to the Shop Steward to carry out his duties.
- (f) When new employees commence work the Employer will introduce them to the Shop Steward.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
 - (i) The Employer will continue to maintain at its current level the supply of work apparel and safety equipment.
 - (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
- (b) If the Employer requires or uses any outside services such as Watchmen, Gases, Trucking, it shall give preference to a company having an agreement with the Teamsters Union, providing the rates and service are comparable to the competition and that Article One (1) is not violated.

8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices of direct interest to the employees.

The Employer shall be responsible for the posting of an up-to-date Seniority List, which will be revised every six (6) months or as required.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

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

10. PROTECTION OF RIGHTS

- (a) The Employer shall not require any Union member to cross a picket line or to accept any products, goods or services from any person or employees of any person with whom a Union has a picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a picket or placard line around or against.
- (b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so.

11. GRIEVANCE PROCEDURE

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

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

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

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days, the period may be extended by agreement between the Parties. Failure to respond, or failing settlement of the

dispute at this stage, the matter may be taken to Arbitration.

The parties may mutually agree to select a Mediator/Facilitator to assist in settling any matter prior to submitting the issue to Arbitration.

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

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

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

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

(c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

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

(f) The provision of Section 87 (1) of the British Columbia **Labour Relations**

Code is excluded, except by mutual consent of the parties.

- (g) 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 one (1) year from the date of occurrence such statement shall be deleted from the employee's file.

12. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job, or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return.
- (b) Vacant positions which are posted pursuant to paragraph (a) above will be filled on the basis of the employee possessing the greater skills, ability, and qualifications. In the event that two (2) or more applicants have equal skills, abilities, and qualifications, the applicant with the greater seniority with the Employer shall be selected for the position.
- (c) Any employee posting into a different classification within the unit shall be allowed a reasonable period of training and trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

With a view to minimizing workplace disruptions, job postings per employee shall be limited to two (2) per year.

- (d) An employee who bids on a vacant position and is successful shall:
 - (i) Serve a training period of ninety (90) days worked, or six (6) calendar months, whichever occurs first.
 - (ii) The rate of pay shall be equal to seventy-five percent (75%) of the new classification.
 - (iii) Upon completion of this period, full job rate shall apply.
 - (iv) Above conditions are not applicable to employees with less than twelve (12) months of employment.
- (e) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration.
- (f) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

13. TECHNOLOGICAL CHANGE AND RETRAINING

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

14. 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 seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the

rate of wages applicable and all deductions made from the gross amount of wages.

- (c) Whenever 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.

15. ANNUAL VACATIONS

- (a) No later than February 15th of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by March 15th of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.

Wherever possible, vacations may be taken in one (1) unbroken period. All employees, employed for one (1) year or longer, shall be entitled to vacations. All earned vacations must be taken during the year of entitlement.

Employees shall be entitled to two (2) weeks between May 15th and September 15th, it being understood that no more than one (1) employee may be off per classification, at one (1) time as determined between the employee and his Supervisor.

- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who complete one (1) year and up to four (4) years as an employee shall receive two (2) consecutive weeks vacation each year with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have completed four (4) years and up to eight (8) years as an employee shall receive three (3) consecutive weeks vacation each year with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have completed eight (8) years and over as an employee shall receive four (4) weeks vacation each year with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the year for which they are receiving their vacation, whichever is the greater.

- (f) Employees working less than sixteen hundred (1,600) hours in a year, as required in Article 15 (g) as a result of being absent on Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year. They shall then be required to re-qualify by working the minimum hours (1,600) in the following year.
- (g) When an employee has been paid a minimum of sixteen hundred (1600) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than sixteen hundred (1600) hours have been paid, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (h) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (i) In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, and has not been paid over sixteen hundred (1600) hours, he shall only receive four percent (4%), six percent (6%) or eight percent (8%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (j) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, and also a cheque for the appropriate vacation pay the employee is entitled to.

16. GENERAL HOLIDAYS

- (a) All employees who maintain seniority shall be entitled to the following General Holidays with pay, based on eight (8) hours at their applicable rate at the time of taking such holiday, plus any shift premiums he would normally be entitled to, provided he has worked ten (10) days in the last twenty (20) working days prior to the Holiday unless express permission to be absent has been given by his Supervisor:

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

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) Employees who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay receive time and one-half (1½) their hourly rate for all hours worked during that shift.
- (d) It is agreed that General Holidays shall take place on the date designated as the holiday or as varied between the Company and the employees by majority consent.
- (e) An employee shall be paid for each General Holiday even if it falls on his weekly days off or Annual Vacation. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.

- (f) Employees who have worked less than the minimum hours to qualify for regular status due to lengthy absences on WCB or sickness shall receive their normal General Holiday pay for that year. They shall then be required to re-qualify by working the minimum days as per Article 16 (a).

17. SEPARATION OF EMPLOYMENT

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

If an employee quits the Employer may withhold payment for five (5) calendar days.

- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.
- (c) When a member of the bargaining unit is disciplined in writing and it is recorded in his employee personnel file for further reference, the employee's file shall not be referred to if the last written discipline was dated more than eighteen (18) months ago. All employees in the bargaining unit shall have a clean record if there was no cause for discipline in the last eighteen (18) months.

18. SENIORITY

- (a) There shall be a Seniority List setting out the name, classification and date of employment of all employees. Such list must be kept current, and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.
- (b) Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, subject to the ability to perform the necessary work. Senior employees displaced as a result of downsizing shall be able to bump junior employees provided they are able to perform the work. Upon bumping, the senior employee must assume the classification rate.
- (d) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer; or

- (ii) Is discharged for cause; or
- (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter; or
- (iv) Is absent without leave for three (3) working days without legitimate reason; or
- (v) Is on continuous layoff for twelve (12) months.

19. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall be guaranteed eight (8) hours work each day, provided he commences work at the start of his shift, with a half ($\frac{1}{2}$) hour off for lunch, except where physical conditions beyond the control of the Company cause a shutdown or a reduction of the workforce or inclement weather may allow for the early release of employees, provided that there remains a work force required to perform tasks necessary to keep the plant operating.
- (b) Any time worked in excess of eight (8) hours per day Monday to Friday inclusive shall be paid at time and one-half ($1\frac{1}{2}$) for the first three (3) hours of overtime and double time rates thereafter.
- (c) All time worked on the sixth (6th) day, Saturday, shall be paid at the rate of time and one-half ($1\frac{1}{2}$) for the first eight (8) hours and double time (2x) thereafter and all time worked on the seventh (7th) day, Sunday, shall be paid at the rate of double time (2x), with a minimum of four (4) hours guarantee.
- (d) Any employee called back to work after his scheduled shift has been completed, and he has left the premises, shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- (e) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those employees concerned who normally perform such work.
- (f) Prior to implementation of alternative shifts, the Parties will meet to negotiate the necessary changes. Should an afternoon shift be established, it will swing each week by mutual agreement.
- (g) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable or eight (8) hours pay in lieu thereof.
- (h) Every employee should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.
- (i) Where shift work is in operation, it is agreed that all employees in such job classifications involved shall be rotated on each of the shifts every week by mutual agreement. A shift differential of fifty cents (50¢) per hour will be

applicable for shifts other than day shift.

- (j) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he would require a longer washup period to get clean), such employees shall receive a paid five (5) minute washup period.

- (k) Employees may for what they consider to be a legitimate reason refuse to work overtime, however, if no employees volunteer to work then the Employer may designate the junior employees who can perform the work to do so.

20. LUNCH AND REST PERIODS

- (a) A thirty (30) minute meal period shall commence no earlier than the fourth (4th) hour and no later than the fifth (5th) hour in a normal work day. Where an employee is requested to work through the lunch break, one-half (½) hour at time and one-half (1½) will be paid.
- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1½) hours from the commencement of each half of an employee's work shift.

21. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

22. INSPECTION PRIVILEGES

An authorized Agent of the Union, after notifying the Manager or his delegate, shall have access to the Employer's place of business, provided however that there is no interruption of the working schedule.

23. SANITARY FACILITIES, ETC.

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

- (b) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.
- (c) The Warehouse and Office shall be adequately heated and ventilated.

24. 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. The Employer shall also adhere to Workers' Compensation Board safety requirements, particularly as it pertains to "Red Tagging" of equipment.
- (b) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor permission to do so will be granted.
- (c) There shall be an employee of the Company designated as a First-Aid Attendant on each shift, provided that an employee on such shifts possesses a valid Occupational First-Aid Certificate. Members of the bargaining unit who are designated as First-Aid Attendants shall be paid the remuneration listed below in addition to their hourly rate of pay.

Occupational First Aid	-	Level 3	-	50¢ per hour
Occupational First Aid	-	Level 2	-	40¢ per hour
Occupational First Aid	-	Level 1	-	30¢ per hour

If an employee takes an Occupational First-Aid course, the Employer shall reimburse the said employee for the full cost of the fee and course expenses upon successful completion (receipts must be presented).

The Union is prepared to recognize the proposed new amendments to the Occupational First-Aid Certificates.

25. HEALTH AND WELFARE PLAN

The Company agrees to continue the Health and Welfare Plan as currently provided. Coverage for new employees will commence on the first (1st) day of the month following one (1) month's employment.

The benefits described below shall be provided to the employees in accordance with the terms of the Plan:

(a) Medical Services Plan of B.C.

Payment of premiums for coverage at such rates as may be established from

time to time by the B.C. Government. Premiums during the first year of employment to be shared equally by the Employer and employee. Commencing the second year of employment, premiums to be paid in their entirety by the Employer.

(b) **Group Term Life Insurance** \$15,000.00

Premiums to be shared equally by the Employer and employee.

(c) **Accidental Death and Dismemberment Insurance**

An amount equal to the Group Term Life Insurance. Premium to be shared equally by the Employer and employee.

(d) **Long Term Disability Benefit**

An amount equal to sixty percent (60%) of monthly Basic Earnings to a maximum benefit of twenty-five hundred dollars (\$2,500.00), with an elimination period of 119 days. Premium to be paid in its entirety by the employee.

(e) **Dental Benefit**

Basic (Plan A) - 80% coverage;
Major Restorative (Plan B) - 50% coverage.

Premium to be shared equally by the Employer and employee.

(f) **Extended Health Care Benefit (including Prescription Drugs)**

\$25.00 deductible per person or family per calendar year. Reimbursement is one hundred percent (100%) of eligible expenses, to a lifetime maximum per member or dependent of \$500,000.00. Premiums to be shared equally by the Employer and employee.

(g) In periods of lay off, coverage for M.S.P. and Life Insurance will be continued by the Company for two (2) months.

26. PENSION PLAN

The Parties agree to the terms and conditions outlined in the Mutual Group Plan, GA 9937-1-RPP.

(a) Participation by all employees is mandatory as a condition of employment.

(b) Coverage shall begin the first (1st) of the month following the completion of six (6) months of employment.

(c) Vesting in the Plan shall occur after the completion of two (2) years in the Plan.

27. ARTICLE HEADINGS

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

28. 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.

29. CLASSIFICATIONS AND WAGE RATES, ETC.

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

- (b) Time shall be computed from the time the employee commences his day's work until he completes his day's work.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (d) When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

30. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

31. GENDER

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

32. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

33. LOSS OF BENEFITS

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

34. MINIMUM STANDARDS

- (a) It is intended that the provisions contained in the Employment Standards Act and Regulations (Act), presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Employment Standards Act such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser

APPENDIX "A"**RATES PER HOUR**

CLASSIFICATIONS	EFFECTIVE OCTOBER 14/04	EFFECTIVE OCTOBER 14/05	EFFECTIVE OCTOBER 14/06	EFFECTIVE OCTOBER 14/07
Packaging	\$15.78	\$16.10	\$16.42	\$16.91
Wash/Buff	\$15.78	\$16.10	\$16.42	\$16.91
Tipping	\$16.04	\$16.36	\$16.68	\$17.19
Checker	\$16.43	\$16.76	\$17.10	\$17.61
Setting	\$19.00	\$19.38	\$19.77	\$20.36
Carbide Sharpening	\$19.08	\$19.46	\$19.85	\$20.45
Steel Sharpening	\$19.18	\$19.57	\$19.96	\$20.56
Picker	\$15.67	\$15.98	\$16.30	\$16.79
Shipper	\$19.34	\$19.72	\$20.12	\$20.72
Maintenance	\$19.53	\$19.92	\$20.32	\$20.92
Red Circles				
Don Ferguson	\$19.48	\$19.48	\$19.85	\$20.45
Marvin Davidson	\$16.60	\$16.60	\$16.68	\$17.19
Karen Kennedy	\$20.64	\$20.64	\$20.64	\$20.64

Red Circle Rates

Red circle rates identified to be determined as true red circle rates that are accommodated as classified rates grow to them. Red circle employees shall receive a five hundred dollar (\$500.00) bonus upon ratification.

Lead Hands

Lead Hands shall receive the following rates per hour in addition to their classified rate:

Shipping \$1.00

Recycling	\$1.00
Packaging	\$2.20
Head Sharpener	\$1.25
Materials quality control	\$1.00

Any modifications to these rates shall be posted as they occur.

New Hires

New hires shall receive remuneration as follows:

First six months	\$10.66 per hour
Second six months	\$11.66 per hour
Third six months	\$12.66 per hour
Fourth six months	\$13.66 per hour → rate increase

Summer help will be employable from May 1st through September 30th. Summer help rate will be \$8.00 per hour; those with experience may be paid \$10.00 per hour.

Grandfather those employees presently classified as Shippers. All new postings shall reflect Picker position.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **EXCHANGE - A - BLADE**
584 Ebury Place
Annacis Island
Delta, B.C. V3M 6M8

(hereinafter called the "Company")

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, B.C. V5T 1X3

(hereinafter called the "Union")

New Classification: Order Picker

The parties agree that a new classification of Order Picker be added to the list in Appendix A.

The duties will be to pick orders as directed by supervisors or shippers and to assist shippers, as well as any other duties as assigned.

The rate for this position is \$15.67.

This Letter of Understanding will expire with the Collective Agreement unless renewed by the parties.

DATED AT _____, B.C. this day of _____, 2005.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
