

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CANADIAN MIRACLEAN PRODUCTS LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**February 1<sup>st</sup>, 2005 - January 31<sup>st</sup>, 2008**

**DON McGill  
Secretary-Treasurer**

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THIS AGREEMENT entered into this            day of            , 2005.

**BETWEEN:**            **CANADIAN MIRACLEAN PRODUCTS LTD.,**  
12431 Horseshoe Way,  
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **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. This is interpreted to mean that the Employer shall not sub-contract out any work normally performed, or work that can be performed by employees of the Employer. Further no other employees of the Employer other than those who are members of the Union shall perform work in the Bargaining unit.
- (d) It is also agreed that the above provisions will not preclude the Plant Superintendent from working the production machines for the purpose of experimentation or finding causes of mechanical problems.

## **2. GENDER**

The masculine gender, where appearing in this Agreement, shall be deemed to include feminine gender.

### **3. DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from February 1<sup>st</sup>, 2005, to and including January 31<sup>st</sup>, 2008, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, 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 Parties do not intend Section 50 (2) of the Labour Relations Code to apply.

### **4. UNION SECURITY**

- (a) The Employer shall give the Union the opportunity to refer 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 continued 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.

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

- (a) The Union shall submit a checkoff in duplicate at the start of each month. The Employer shall deduct the amount shown thereon, as well as the deductions dealt with in Section (b) herein, and shall remit along with one copy of the checkoff to the Secretary-Treasurer of the Union not later than the tenth (10<sup>th</sup>) day of the following month.
- (b) The Employer shall also on each monthly checkoff list show the names of all employees who commenced and discontinued employment in each month,

and the Employer shall deduct and remit to the Union an amount equal to the monthly dues of the said Union for each new employee hired.

- (c) All employees referred to above will be required to sign an authorization of checkoff of Union dues, initiation fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and By-Laws.

## **6. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE**

- (a) The Employer shall allow time off work, to a maximum of five (5) working days, to any man who is serving on a Union Committee for purposes of discussions with the Company or serving as a Union Delegate to any Union convention, provided all requests for time off are reasonable.
- (b) No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work. Such absences will not exceed twelve (12) months except by mutual consent of the parties.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Company. All leaves of absence must be applied for at least ten (10) days prior to being required. No reasonable request for a leave of absence shall be denied. During an authorized leave of absence an employee shall maintain and accumulate seniority.
- (e) In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his or her employment may be terminated, subject to proper proof of same.
- (f) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible after the injury or illness occurs so adequate replacement may be made if necessary.
- (g) Employees of the Employer shall not work for another employer at any time whilst employed by the Employer who is party to this Agreement.
- (h) 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 means: husband, wife, child, parent, brother, sister, mother/father-in-law, grandparents, step-parents, and immediate family

covered under the Common Law Act. To be eligible for this, an employee must complete six (6) months' employment with the Employer.

Incase of death in the immediate family which is out of the Province, the employee shall be granted compassionate leave of absence with full pay for five (5) days. This is separate from the three (3) days.

- (i) Employees who are required to serve as jurors or witnesses in any Court shall be granted leave of absence for this purpose. And provided that the employee concerned deposits with the Employer any pay received, other than expenses, the employee shall continue to receive his full salary or wages for such period of time.

## **7. 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 and rules to the Superintendent or Foreman 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 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 and Management any violations of this Agreement.
- (c) The Superintendent or Manager shall recognize the Shop Steward as a representative of the Union locally.

## **8. UNION NOTICES**

- (a) The Employer agrees to provide space that is readily accessible for the Union notices of direct interest to the employees, and that there will be no interference by the Employer with said Notice Board.
- (b) The following items must be posted on said Notice Board:
  - (1) A copy of this Agreement;
  - (2) A valid seniority list to be revised every six (6) months;
  - (3) Copies of the Company's Welfare Plan and Sick Leave Provision, with details as to when employees are eligible and who to see if they desire to have the coverage of the Welfare Plan.

**9. CONFLICTING AGREEMENT**

- (a) The Employer agrees not to enter into any agreement or contract with the 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.
- (b) Management agrees that before effecting any wage rate other than those set out in this Agreement it shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Article 12 of this Agreement.

**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 legal 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 or deliveries to, establishments where legal picket lines, strikes, walkouts or lockouts exist. This shall not apply to picket or placard lines established as a result of a jurisdictional dispute between two (2) or more Unions.
- (b) 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 in the following month after such deductions are made. Upon such default as of this Article, the employees of the Employer and the Union shall incur no liability in damages or howsoever in the event such employees absent themselves from work or picket the Employer's premises while such default shall continue.

**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 substantial part of its entire assets 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) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this Contract, within the Province of British Columbia.

- (c) 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 upon consummating and completing the contract of sale, lease or transfer. The Union shall also be informed of the exact nature of the transaction, not including financial details.
- (d) The Employer shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment, or that any employee purchase or assume any proprietary interest or other proprietary obligation in the business.
- (e) In the event that an employee provides a motor vehicle or other mobile equipment for use by the Employer, all reasonable costs, including depreciation to the said employee in connection therewith while such motor vehicle or other mobile equipment 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.
- (f) The Employer agrees, when employing outside trucking firms, to use companies having agreements with the Teamsters Union wherever possible.

## **12. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract, shall be considered a grievance.
- (b) 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 by the aggrieved party. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.
- (c) All grievances shall be submitted in writing and shall clearly set forth the issues and contentions of the aggrieved parties after initial meetings between the parties.
- (d) A person in a Managerial capacity may discuss a grievance with an employee. The employee, if he wishes, may have a Shop Steward or another employee present.

- (5) (i) The employee or the Shop Steward employed by the Employer shall take his grievance up with the Manager. Conversely, the Manager, if he has a grievance, may take the said grievance up with the employee. Failure to resolve the matter at this stage, the Manager shall write to the Union office directly.

Failure to resolve the dispute at this stage shall automatically put the dispute into phase (e) (ii).

- (ii) Should a solution not be reached by Step (i), then an Officer or Officers of the Union, accompanied by the employee if he or they so wish, shall discuss the matter with the Labour Relations Officer of the Employer. This shall in no way prevent the Union from taking up the grievance without any or all employees taking up the matter or matters for personal reasons. If a solution is reached, this shall be final.

- (iii) If no solution is concluded by Step (ii), the question shall be submitted to Arbitration. The Arbitration Board shall be made up of three (3) persons; one (1) appointed by the Employer and one (1) appointed by the Union; the third member and Chairman to be selected by the appointees of the parties. Should the first two (2) members fail to select a Chairman and third member, application may be made by either party to the Labour Relations Board to appoint a person to be Chairman and third member. The second party appointing a member for the Arbitration Board shall make its appointment within five (5) days of the service of such notice upon it. The decision of the majority of the Board shall be the decision of the Board and the parties shall be bound thereby.

No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Contract. All grievances submitted shall present an arbitrable issue under this

Contract, and shall not depend on or involve an issue or contention by either party which is contrary to any provision of this Contract or which involves the determination of a subject matter not covered by or arising during the term of this Contract.

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

The expenses of the Chairman shall be borne equally by the parties to the Arbitration.

- (f) If any employee is discharged or suspended and the Union alleges such employee has been wrongfully discharged or suspended, the matter shall be taken up through the Grievance Procedure. In the event that a decision is made to reinstate any employee and if ordered by the Board of Arbitration, he or she shall receive pay for lost time following dismissal or suspension and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment and his or her full pay, unless otherwise agreed by the parties.
- (g) Any discharged employee may, within seventy-two (72) hours of his discharge, in writing, require the Employer to give him the reasons for his discharge, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request. Only such reasons set forth may be used before a Board of Arbitration.
- (h) 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. Statements shall be deleted from an employee's file after two (2) years from the date of occurrence.

**13. TECHNOLOGICAL OR PROCEDURE CHANGES, ETC.**

- (a) The Employer shall notify the Union six (6) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or layoff of employees.

- (b) The Employer shall co-operate with the Government of this Province and participate in every way possible in training or retraining of employees so affected.
- (c) Employees discharged or laid off because of technological change or automation shall be entitled to severance pay of one (1) week's pay for each year of service with the Employer. The amount calculated under such entitlement shall not exceed a maximum of twenty-six (26) weeks pay. Payment of severance pay will be made when length of layoff exceeds six (6) months.

#### **14. PAY DAY AND PAY STATEMENTS**

- (1) All employees covered by this Agreement shall be paid every second Friday prior to lunch break all wages and meal allowances earned by such employee to a day not more than five (5) working days prior to the day of payment. Employees working afternoon shift shall be paid every second (2<sup>nd</sup>) Thursday, no later than prior to last coffee break.
- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked (either time and one-half ( $\frac{1}{2}$ ) or double time), the rate of wages applicable, and all deductions made from the gross amount of wages.

#### **15. ANNUAL VACATIONS**

Vacations will be allocated to employees in order of seniority and based on the following entitlement:

- (a) Employees who complete one (1) year and up to two (2) years as an employee shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (b) Employees who have completed two (2) years and up to six (6) years as an employee shall receive three (3) consecutive weeks vacation 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 calendar year for

which they are receiving their vacation, whichever is the greater.

- (c) Employees who have completed six (6) years and up to ten (10) years as an employee shall receive four (4) consecutive weeks vacation 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 calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have completed ten (10) years as an employee and thereafter shall receive five (5) weeks vacation with two hundred (200) hours pay at their then applicable rate, or ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (e) When an employee has worked a minimum of twelve hundred (1200) 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 twelve hundred (1200) hours have been worked, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (f) 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.
- (g) In the event of an employee leaving the employ of the Employer after he has his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), or ten percent (10%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (h) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also a separate cheque for the appropriate vacation pay the employee is entitled to.
- (i) The Vacation list will be posted by February 28<sup>th</sup> of each year so that employees, in order of seniority, may choose

their dates. Such list shall be completed by April 30<sup>th</sup>  
Employees may choose their vacations for any time during the year.

All employees shall be entitled to two (2) weeks vacation in prime time (which shall be July and August) in each year. The balance of the employee's vacation entitlement may be taken at any time outside the prime time, in order of seniority.

The Employer reserves the right to limit vacations to one (1) employee at a time, unless by mutual agreement.

**16. GENERAL HOLIDAYS**

- (a) It is agreed that all employees having completed fourteen (14) calendar days of employment shall be entitled to the following General Holidays with pay:

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

and any other day declared or proclaimed as a Holiday by the Federal or Provincial Government.

In addition each employee who has completed six (6) months employment shall be guaranteed two (2) extra General Holidays with pay at his current rate in each year of this Agreement at a time mutually agreed between each employee and the Employer. If they are unable to agree on the date, the decision shall be the Employer's provided it is in conjunction with the employee's regular days off, vacation or General Holiday.

- (b) 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, shall, in addition to their regular hourly rate, receive time and one-half ( $\frac{1}{2}$ ) their hourly rate for all hours worked during that shift (i.e. double time and one-half), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days then the shift which contains the majority of

hours in the General Holiday shall be the shift paid for as the General Holiday.

- (c) The foregoing provision shall not apply when an employee does not work his regular shift containing hours either at the start or the end of the General Holiday.
- (d) Employees who are laid off within seven (7) working days prior to a General Holiday occurring shall be entitled to such General Holiday with pay. Also, employees who are absent either the day before or the day after a General Holiday shall be entitled to such General Holiday with pay provided they are absent for an acceptable reason.
- (e) The day of the General Holiday shall be that as declared by the Federal and Provincial Government.
- (f) Employees shall be paid for each General Holiday even if it falls on his weekly days off or his vacation.

#### **17. SENIORITY AND PROMOTIONS**

- (a) In dealing with transfers, promotions, layoffs, and rehiring, ability and all relevant factors being equal, seniority shall be the governing principle.
- (b) When it becomes necessary to reduce the working force, the last man hired shall be laid off first, and when the force is again increased, the men are to be returned to work in reverse order in which they are laid off, provided the senior employee has the necessary qualifications and ability to perform the work available.
- (c) 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 forty-eight (48) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability, skill and qualifications to do the job shall receive such job. If there is a dispute as to whether any employee has the ability, skill and qualifications to perform the job in question, he shall be placed on such job to determine whether or not he has the ability, skill and qualifications.

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

- (d) In any case where a senior employee has not been promoted or rehired in proper turn and such employee feels that he has the necessary ability to perform the work available he may lodge a grievance with the Union. Such grievance will be taken up under the terms of the Grievance Procedure contained in this Agreement.
- (e) Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to thirty (30) days actually worked, and if found unsatisfactory shall be returned to his former position without loss of seniority.
- (f) Seniority shall be determined as of the date the employee commenced with the Employer and a break in seniority or continuity of service shall result from any of the following:
  - (i) Discharge for cause;
  - (ii) Resignation or other termination of service by voluntary act of the employee;
  - (iii) Failure to answer the Employer's notice of re-employment within forty (48) hours from the time the notice is forwarded by registered mail. The Employer shall make every reasonable effort to contact employees directly or by telephone;
  - (iv) A layoff for a period of more than six (6) months.
- (g) A probationary period of ninety (90) days actually worked shall apply in the case of each new employee, during which time Seniority shall not apply and an employee, during that time, may be laid off without reference to Seniority and the Employer shall not be obligated to rehire such an employee.

**18. EATING AND REST PERIODS**

- (a) No employee shall be worked longer than four (4) hours without at least a half ( $\frac{1}{2}$ ) hour off for the purpose of eating lunch. Employees eating lunch shall not be interrupted during such lunch period. The lunch room shall be of an adequate size to accommodate all employees.
- (b) All employees shall be entitled to a ten (10) minute break in the forenoon and afternoon without loss of pay. Also, if an employee works two (2) hours or longer on overtime, he shall receive a ten (10) minute rest break, without loss of pay.

- (c) Any employee who works a minimum of two (2) hours overtime during the first two and one-half (2½) hours immediately following the normal work day shall receive a meal allowance of \$8.00. Employees shall not be paid for time off for purposes of eating a meal.

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

- (a) The Employer and the Union agree that the standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours, Monday to Friday inclusive, 8:00 A.M. to 4:30 P.M., with a one-half (½) hour lunch period. These recognized hours may only be altered by mutual consent of the parties.

- (b) As soon as an employee commences work in any day or any week, that employee will be guaranteed eight (8) hours work or eight (8) hours' pay in each day, and a minimum guarantee of twenty-four (24) hours in each calendar week. However, the twenty-four (24) hour guarantee shall not apply in the event that:

- (i) There is a major breakdown where repair parts are not immediately available;
- (ii) New employees are hired during the week and there are less than twenty-four (24) hours normal working time remaining in that week;
- (iii) Employees are hired or recalled to replace other employees who are off due to illness, accident or leave of absence;
- (iv) Employees are unable to work twenty-four (24) hours due to illness, accident or leave of absence;
- (v) Power failure, fire or other events uncontrollable by management.

- (c) Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates of pay shall be as follows:

Time and one-half (1½) for the first three (3) hours after the regular shift and double time thereafter, Monday to Friday inclusive;

Time and one-half (1½) for the first four (4) hours on a Saturday and double time thereafter;

Double time shall be paid for all time worked on a Sunday.

- (d) Employees called in to work and receiving less than eight (8) hours work shall be paid for eight (8) hours. However, if eight (8) hours work is not available at the

job, an employee shall perform such work for the remaining period of time as may be assigned to him.

- (e) All daily shifts shall be scheduled in advance and such schedule posted on the Notice Board showing hours of work, and the established rest breaks. No split shifts shall be allowed at any time.
- (f) For the afternoon and graveyard shifts only, in the event that an employee who is scheduled for a shift fails to report for work, and as a result that shift is unable to function, then the other employees of that shift may be sent home, in which case they shall be paid a minimum of four (4) hours' pay. If, however, the Employer decides to keep the employees working, then the eight (8) hour guarantee shall apply.
- (g) The Employer shall maintain a proper time clock and time cards so there will be no dispute as to what time each employee works. Time and/or overtime shall be credited to the nearest ten (10) minutes.
- (h) If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked, but continual tardiness will subject him or her to dismissal.

## **20. UNIFORMS, ETC.**

- (a) The Employer shall supply, free of charge, to all employees appropriate coveralls, smocks, aprons, gloves, and safety goggles as required by the job, including where required on the job rubber clothes, gloves, boots, etc.
- (b) The Employer will pay one hundred percent (100%) of the cost of safety shoes for all employees every twelve (12) months. If circumstances warrant it, the Employer shall also pay one hundred percent (100%) of the cost of additional safety shoes upon receipt of invoice. The cost of safety shoes of new employees will be paid upon the completion of their probationary period. The Employer will have the right to choose where safety boots are purchased provided proper sizing is available.
- (c) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.

## **21. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week to see if he or she is able to do the job he or she held at the time of injury.
- (b) If, after that time, it is proven to the Employer the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. This Section is subject to the Grievance Procedure.
- (c) Any employee hired to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee he is replacing, unless another opening is available for him.

## **22. SEPARATION OF EMPLOYMENT**

Upon an employee is being discharged he shall be paid all monies owing within the next forty-eight (48) hours. For an employee quitting the employ of the Employer, the Employer shall within at least six (6) days of the last day of employment of the employee pay all wages, holiday pay and any other monies owing to the employee to the said employee. The Record of Employment Certificate shall be given to the employee within five (5) days of the last day worked.

## **23. INSPECTION PRIVILEGES**

An authorized Agent of the Union, after notifying the Manager, shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the working schedule.

## **24. BONDING**

If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form that is sanctioned by the Union. The cost of such bonding shall be paid for by the Employer.

## **25. HEALTH AND WELFARE PLAN**

- (a) Effective February 1<sup>st</sup>, 2002, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the

jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue making contributions to the Plan and Fund on the following basis:

- 1) from the effective date for all employees who have completed the requirements set forth in (2) below, as of the effective date;
- 2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
  - (i) from the first (1<sup>st</sup>) day of the next month following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
  - (ii) from the first (1<sup>st</sup>) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental Benefits;
  - (iii) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The Benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

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 which has not opted out
Group Term Life Insurance	\$50,000.00
Accidental Death and Insurance	An amount equal to the Group Dismemberment Insurance
Weekly Indemnity Benefits	66% of weekly salary to the EI maximum, benefits to be paid on the first (1 <sup>st</sup> ) day of accident, fourth (4 <sup>th</sup> ) day of sickness, 52 week duration basis (1/4/52).
Long Term Disability	75% of monthly salary to a maximum of \$750.00 per month
Dental Coverage (Part B) - 50% coverage;	Basic (Part A) - 100% coverage; Major Restorative Orthodontic (Part C) - 50% coverage
Extended Health Care Benefit	\$25.00 deductible; 100% reimbursement above deductible with vision care
Prescription Drugs	Included with Extended Health Care and reimbursed subject to the terms of that benefit

(b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.

(c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund by the tenth (10<sup>th</sup>) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.

- (d) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- (e) The Employer shall pay the employee's contributions to the Welfare Plan from the employee's funds available, or if insufficient funds are available the employee shall be required to repay the Employer on the same basis when he returns to work (employee pays ten percent (10%).
- (f) The Employer shall make payments each month to the Administrator of the Plan covering all employees in the bargaining unit. Employees leaving the Employer or who are laid off at any time during a month will be covered up to the end of that month.
- (g) The cost of the Plan shall be borne by the Employer and by the members of the Union who are covered as follows:

The covered employees shall pay ten percent (10%) of the cost of his coverage and the Employer shall pay the other ninety percent (90%).

(h) **Sick Leave**

In addition to the above, each employee shall be entitled to one-half ( $\frac{1}{2}$ ) day's sick leave with full pay for each month of service on an accumulated basis up to twelve (12) days. Employees found abusing sick leave may be disciplined by the Employer. Time covered by requested leave of absence shall not be considered as service for the purpose of accumulation of the twelve (12) days. Sick leave may be used for medical visits (i.e. doctors, dentists, etc.) At the end of each calendar year, the employee may have the option to withdraw any unused sick days he/she chooses to be paid out, except that accumulated sick days shall not be reduced to less than six by payout.

**26. 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.

**27. MANAGEMENT**

The management of the Employer's business and factory, the direction and promotion of the working forces, the right to hire, promote and demote, to suspend or discharge for just cause, layoff,

assign and re-assign employees to jobs, to increase and decrease the working forces, to determine the commodities to be handled, produced or manufactured, the schedule of production, to determine the methods, processes and means of production and handling, the use of improved methods and machinery are vested exclusively in the Employer. These management rights shall not be used to discriminate against employees or to evade the provisions of this Collective Agreement.

**28. WAGE RATES, ETC.**

- (a) The wage rates contained herein shall be effective and retroactive as of February 1<sup>st</sup>, 2005, and shall continue in effect for the life of this Agreement until such time as a new Agreement is negotiated.

Retroactive pay shall be for all hours worked subsequent to January 31<sup>st</sup>, 2005, by all persons, and shall be paid within thirty (30) days of the signing of this Agreement.

- (b) All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer.
- (c) If a second shift is employed, the hours of work shall be seven and one-half (7½) hours per shift for which eight (8) hours will be paid. Shift hours shall be 4:30 P.M. to 12:30 A.M., with a designated thirty (30) minute lunch period.
- (d) If a third shift is employed, the hours of work shall be seven (7) hours per shift for which eight (8) hours shall be paid. Shift hours shall be 12:30 A.M. to 8:00 A.M., with a designated thirty (30) minute lunch period.
- (e) Employees shall not be required to change shifts in the event they do not have ten (10) consecutive hours free from duty, and shifts shall be rotated every two (2) weeks.
- (f) When an employee is temporarily removed from his regular work and put on other work for the Employer's convenience, he shall, where the job pays less, receive his regular rate of pay, and where the job pays more, the higher rate of pay.
- (g) When an employee meets with an accident at work and is unable to work on the advice of a qualified First-Aid

Attendant or physician, he or she shall be paid a full day's wages for the day of the accident.

(h)

**RATES PER HOUR**

<b>CLASSIFICATIONS</b>	<b>EFFECTIVE EFFECTIVE FEB 1/05</b>		<b>EFFECTIVE FEB 1/06</b>
<b>FEB 1/07</b>			
Lead Hand	\$20.55	\$21.17	\$21.81
Truck Driver	\$20.38	\$20.99	\$21.62
Process Operator and Maintenance			
- 1 <sup>st</sup> 6 months	\$19.14	\$19.71	\$20.13
- Thereafter	\$19.95	\$20.55	\$21.17
General Plant Help			
- 1 <sup>st</sup> 6 months	\$17.83	\$18.35	\$18.90
- Thereafter	\$18.34	\$18.89	\$19.46
Effective Feb 1/02 NEW EMPLOYEES			
General Plant Help	\$14.76	\$15.20	\$15.66

Decrease the first year wages for General Plant Help by \$3.00. Employees who are on the seniority list as of February 1<sup>st</sup>, 2002 and maintain their seniority during the life of this Agreement will be unaffected by this decrease.

**29. MAINTENANCE AND PROTECTION OF PROPERTY**

It is agreed that during any suspension of work at the plant, at any time and for any cause whatsoever, the property and leased property and equipment shall be protected and left in good condition by the employees.

The Union agrees that immediately prior to any suspension of work all production processes shall be completed and all plant and equipment left in good and clean condition.

**30. NO STRIKE OR LOCKOUT**

The Union agrees there shall be no strike, stoppage, slowdown, or restriction of output during the life of this Agreement, and that any or all employees taking part in any of the foregoing shall be subject to discharge or other discipline by the Employer.

There shall be no lockout during the life of this Agreement.

### **31. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (b) It is agreed that First-Aid facilities according to the Workers' Compensation Board requirements and a qualified First-Aid Attendant, holding an Industrial First-Aid Certificate or St. John's Ambulance Certificate shall be provided by the Employer, and said First-Aid Attendant shall be paid remuneration as listed below, in addition to his regular wages:
  - (i) Twenty cents (20¢) per hour above the highest regular rate in his classification. This is to apply to day shift only.
  - (ii) The Employer will make arrangements with a taxi company (whose phone number will be posted near a telephone) which can be called to take injured employees to the Richmond General Hospital. The Employer shall pay the fares involved.
  - (iii) If it is required for the Company to have First-Aid Attendants, the Company will pay for the cost of the course, but if the employee fails, he will have to pay his own cost.
- (c) 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 submit his or her observations in writing (through the Shop Steward) to the Employer, and the Employer shall properly investigate the matter and make those legitimate alterations required.
- (d) Adequate fans shall be installed in the Acid Room.
- (e) The Employer shall see that the working area is properly heated during the period of the year when same is required.

### **32. SAVINGS CLAUSE**

- (a) If any Article or Section of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 11 herein.

**33. SEVERANCE PAY**

Employees with one (1) year or more of service whose employment is terminated as a result of closure of the whole or any part of the operation or loss of business shall receive written notice and/or severance pay based on the following.

A minimum of two (2) weeks written notice for employees with one (1) and two (2) years of service to a maximum of ten (10) weeks written notice for employees with ten (10) or more years of service. In the event the Employer does not provide written notice or the required number of weeks of notice the Employer shall pay one (1) week's severance pay at the employee's rate of pay on the date of termination for each employee effected to a maximum of ten (10) weeks.

Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

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

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

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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