

COLLECTIVE AGREEMENT

BETWEEN

PEPPERCORN INVESTMENTS LTD.

AND

TEAMSTERS LOCAL UNION No. 213

January 1, 2003 - December 31, 2005

**DON MCGILL
Secretary-Treasurer**

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THIS AGREEMENT entered into this day of , 2003.

BETWEEN: **PEPPERCORN INVESTMENTS LTD.,**
a body corporate duly incorporated under
the laws of British Columbia and having its
place of business at 1595 Kingsway, City of Vancouver,
Province of 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

1.01 The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.

1.02 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.

1.03 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. No work presently carried out by employees shall be sub-contracted or contracted out in any manner.

2. DURATION OF AGREEMENT

2.01 This Agreement shall be in full force and effect from and including January 1st, 2003 to and including December 31st, 2005, 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 expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to

commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

2.02 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

3.01 The Union recognizes the right of the Employer to hire whomever he chooses subject to the seniority provision contained herein. The Employer shall however give the Union the first opportunity to refer applicants.

3.02 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.

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

3.04 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.

4.01 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.

4.02 All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.

4.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees, fines, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the 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.

4.04 To enable the Union to properly police this provision, a Business Representative of the Union shall have access to the Company payroll records.

4.05 If the Employer fails to adhere to these provisions then the Employer shall be liable to the Union for the dues not deducted and remitted and also a twenty percent (20%) penalty payment of the total dues that should have been remitted.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

5.01 The Employer shall allow time off work, without pay, to any person who is serving as a Union delegate to any conference or function.

5.02 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

5.03 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, without pay, until such time as he can properly return to work.

5.04 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 and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for a leave of absence will be denied.

5.05 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.

5.06 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, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, and step-parents.

5.07 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. 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 endorsation of Jury Duty cheque and/or witness fees to the Employer.

5.08 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.

5.09 The Employer will grant Maternity Leave as per the Employment Standards Act of British Columbia.

6. SHOP STEWARDS

6.01 There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.

6.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- 6.03 The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- 6.04 The Union will advise the Employer of the identity of all Shop Stewards.
- 6.05 Shop Stewards shall be allowed to take up grievances during working hours, without loss of pay.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- 7.01 The Employer shall provide and maintain for each employee, free of charge, with the following:
- (a) A minimum of one (1) pair of coveralls or one (1) smock each week, to be serviced by a firm having an agreement with the Teamsters Union.
 - (b) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
 - (c) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
- 7.02 All vending machines of any type provided in the Employer's establishment shall be provided by a company having an agreement with the Teamsters Union.
- 7.03 If, the Employer requires or uses any outside services such as Watchmen, Garbage Disposal, Gases, Trucking, etc., it shall be a Company having an agreement with the Teamsters Union, provided that Article One (1) is not violated.

8. UNION NOTICES

- 8.01 The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.
- 8.02 The Employer shall be responsible for the posting of the following items:
- (a) A copy of this Agreement;
 - (b) An up to date Seniority List.

9. CONFLICTING AGREEMENT

- 9.01 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.
- 9.02 The Employer agrees that before effecting any wage 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

- 10.01 The Employer shall not require any Union member to cross a picket line or to accept any product or goods from any person or employees of any person with whom a Union has a picket or placard line around or against, 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.
- 10.02 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, or to refuse to work with non-Union workers.
- 10.03 All Union dues and Health and Welfare Plan premiums are to be trust monies and shall be paid to the party entitled thereto not later than the due date; and upon default of compliance with this Section, the Union may require the Employer to post with the Union a cash bond not exceeding five thousand dollars (\$5,000.00) for each violation. It shall be held by the Union to ensure future compliance and in the event of failure to comply, the Union may deduct from such cash bond amounts to cover default payments.

11. TRANSFER OF TITLE OR INTEREST

- 11.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, or another Company, limited or otherwise, is set up to perform any of the functions previously performed by the Employer covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 11.02 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 prior to the time the Employer

executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

11.03 In the event the Employer fails to give notice as herein required or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement for all loss or damages sustained as a result of such failure.

11.04 The Employer shall not sell the business to another party, until such time as the Employer gives to the Union a letter from the prospective purchaser that the purchaser shall accept the continuation of the collective agreement in force at that time.

12. GRIEVANCE PROCEDURE

12.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

12.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

12.03 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 his grievance up with the employee concerned who shall have the right to have the Shop Steward present.

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

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

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

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

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

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

- 12.04 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.
- 12.05 If the Arbitration Board finds that an employee has been suspended or discharged without proper cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay, and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- 12.06 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 24.02 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.
- 12.07 Each of the parties hereto will bear the expenses of its nominee and the parties will equally bear the expenses of the Chairman.
- 12.08 Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- 12.09 The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.

- 12.10 If adverse statements are 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 adverse statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such adverse statements shall be deleted from the employee's file.

13. JOB POSTING, ETC.

- 13.01 In the event that a job becomes vacant or a job or 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 thirty-six (36) 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 to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job to determine whether or not he has the ability.
- 13.02 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- 13.03 Any employee promoted to a different classification within the unit shall be allowed a reasonable period of trial up to ninety (90) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.
- 13.04 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.
- 13.05 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.

14. TECHNOLOGICAL CHANGE AND RETRAINING

- 14.01 The Employer shall not introduce or implement any technological change until and unless:
- (a) The Employer has given three (3) months' notice in writing to the Union of its intention to introduce a technological change;
 - (b) 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;
 - (c) 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.

15. SEVERANCE PAY

- 15.01 Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business, shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.
- 15.02 The above shall not apply when an employee resigns or is discharged for cause.
- 15.03 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.

16. PAY DAY AND PAY STATEMENTS, ETC.

- 16.01 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.
- 16.02 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 (either time and one-half or double time), the rate of wages applicable and all deductions made from the gross amount of wages.
- 16.03 Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error, or a five percent (5%) penalty on the amount owing will be paid to the employee involved for each day the error is not corrected.
- 16.04 The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee.

17. ANNUAL VACATIONS

- 17.01 No later than March 1st of each year, the Employer shall post a Vacation list on the Bulletin Board, and each employee in order of seniority shall apply for his or her vacation on such list at a time same is desired, and such request must be completed by April 15th of each year. Once such list is completed, vacations shall not be altered except by mutual consent of the employee and the Employer.
- 17.02 Vacations shall be taken in one (1) unbroken period unless requested by the employee, who shall have the right to decide whether their vacations shall be

in one (1) period or split. If employees so choose, their vacations must be given between May 15th and September 1st of each year.

- 17.03 An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- 17.04 Employees who complete one (1) year and up to three (3) 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.
- 17.05 Employees who have completed three (3) 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.
- 17.06 Employees who have completed eight (8) years and up to fifteen (15) years 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.
- 17.07 Absence due to any illness or authorized leave of absence will be deemed to be time worked for the purpose of vacation entitlement and pay.
- 17.08 When an employee has worked a minimum of fifteen hundred (1500) 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 fifteen hundred (1500) hours are worked, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- 17.09 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.
- 17.10 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 worked over fifteen hundred (1500) hours, he shall only receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.

- 17.11 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, and showing how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall include all overtime payments, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- 17.12 All revisions to the previous Agreement in respect to vacation entitlements and pay shall also apply to employees whose anniversary date is prior to the effective date of this Agreement.

18. GENERAL HOLIDAYS

18.01 All employees who maintain seniority shall be entitled to the following General Holidays with pay, provided they have worked fifteen (15) days or more in the preceding thirty (30) days, 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:

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

18.02 Each employee shall be entitled to an eleventh (11th) General Holiday with pay. This Holiday can be a Floating Holiday at a time mutually agreed to between each employee and the Employer.

18.03 If an employee retires, terminates or resigns before receiving the Floating Holiday, he shall be paid a day's pay in addition to all other monies to which he is entitled.

18.04 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 18.01 above.

18.05 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 double their hourly rate for all hours worked during that shift.

18.06 It is agreed that General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.

18.07 An employee shall be paid for each General Holiday even if it falls on his weekly days off, Annual Vacation, Jury Duty, Bereavement Leave, Compensation, Layoff, Sick Leave, or any other authorized leave of absence. The employee shall be given a day off with pay in such circumstances or an extra day's pay as he chooses.

18.08 In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular gross

earnings of such employee and what he is receiving from the other source for such General Holiday.

19. SEPARATION OF EMPLOYMENT

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

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

19.03 The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

20.01 There shall be a Seniority List setting out the name 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.

20.02 Seniority shall be the length of service within the Bargaining Unit; employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.

20.03 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.

20.04 Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer, or
- (b) Is discharged for cause, or
- (c) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
- (d) If absent without leave for five (5) working days without a legitimate reason, or
- (e) Is on continuous layoff for six (6) months.

21. DAYS AND HOURS OF WORK AND OVERTIME

21.01 Each full time 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.

21.02 The work week shall be Monday to Sunday inclusive during which time each full time employee shall be guaranteed forty (40) hours work.

- 21.03 Any time worked in excess of eight (8) hours per day or forty (40) hours per week Monday to Sunday inclusive shall be paid at double time rates of pay.
- 21.04 The Employer may hire part time workers to compliment or relieve the present staff. Such workers are excluded from Article 21.01. However, they shall be guaranteed four (4) hours work each day they are required.
- 21.05 All time worked on the seventh (7th) day, Sunday, shall be paid at the rate of triple time, with a minimum of four (4) hours guarantee, except as set out in the attached Letter of Understanding.
- 21.06 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 rate of double (2X) time.
- 21.07 All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time.
- 21.08 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.
- 21.09 If a full second or afternoon shift is employed, the hours of work shall be seven and one-half (7 ½) hours per shift, for which eight (8) hours will be paid, and a twenty-five cent (25¢) premium will be paid for each hour paid for on the second or afternoon shift. Shift hours shall be 4:30 P.M. to 12:30 A.M.
- 21.10 If a full third or graveyard shift is employed the hours of work shall be seven (7) hours per shift for which eight (8) hours will be paid and a thirty-five cent (35¢) premium will be paid for each hour paid for on the third or graveyard shift. Shift hours shall be 12:30 A.M. to 8:00 A.M.
- 21.11 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.
- 21.12 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.

21.13 Employees may refuse to work overtime individually or collectively.

22. LUNCH AND REST PERIODS

22.01 No employee shall be worked longer than four (4) hours without an uninterrupted half (½) hour off during the regular daily shift, exclusive of rest breaks.

22.02 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 (1 ½) hours from the commencement of each half of an employee's work shift. If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

22.03 When employees work two (2) hours overtime, the employee shall receive a break of thirty (30) minutes, with pay, and shall receive a meal allowance of \$4.00 to be paid at the time of said break.

22.04 The following schedule is for lunch and rest periods:

- Four (4) hour shift - one (1) fifteen (15) minute paid break.
- Five (5) hour shift - one (1) twenty (20) minute paid break.
- Six (6) hour shift - one (1) twenty (20) minute paid break.
- Seven (7) hour shift - two (2) fifteen (15) minute paid breaks with the option of taking a one-half (½) hour unpaid break.
- Eight (8) hour shift - as per paragraph 22.02.

23. COMPENSATION COVERAGE

23.01 When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

24. SAVINGS CLAUSE

24.01 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.

24.02 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 may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

25.01 An authorized Agent of the Union shall have access to all areas of the Employer's establishment during working hours.

26. SANITARY FACILITIES, ETC.

26.01 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.

26.02 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided.

26.03 The Warehouse and Office shall be adequately heated and ventilated.

27. SAFETY AND HEALTH

27.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each vehicle.

27.02 Any employee who considers that any equipment, or practise being carried on within the premises is unsafe, shall have the right to refuse to work with such equipment or under such conditions.

27.03 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.

28. BONDING

28.01 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.

29. MANAGEMENT

29.01 The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote and/or discharge for just cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations agreed to by the Union.

29.02 Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

30. HEALTH AND WELFARE PLAN

30.01 The Employer agrees to provide to each employee covered by this Agreement, effective the first (1st) of the month immediately following completion of ninety (90) calendar days service, with the following benefits:

- (1) Group Life Insurance in the amount of \$25,000.
- (2) Coverage in accordance with the overall Medical Services Plan of British Columbia as provided by a licensed carrier which shall include Extended Health coverage.
- (3) Weekly Wage Indemnity provided by C.U. & C. Health Services Society on a 1-4-26 basis covering employees for a minimum of two-thirds (2/3) of their regular weekly wages, calculated to the nearest ten dollar (\$10.00) unit. Employees found abusing this Plan may be subject to dismissal.

(4) **Dental Plan**

Basic Coverage (Plan A and Plan B) \$1,500 per annum

Annual Deductible - \$25.00

Company Insurance - Employee pays 20% of cost of dental work.

The cost of these Plans shall be paid 100% by the Employer.

30.02 When an employee goes off work ill or on Compensation, the Employer shall continue to pay his or her Welfare Plan fees for a maximum of six (6) months so that for that period the employee shall be protected to the utmost.

30.03 Female employees shall have the right to take out the married or married with dependents medical coverage only if they are the head of the household and are solely responsible for such dependents.

30.04 In addition to the above, each employee who is qualified for the Welfare Plan as per 30.01 above shall be entitled to one-half (½) day's sick leave with full pay for each month of service with the Employer on an accumulative basis. Employees shall not receive Weekly Indemnity and sick pay at the same time. The Employer may require an employee to submit a doctor's Certificate when absent for two (2) or more days.

31. ARTICLE HEADINGS

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

32. TRANSPORTATION

32.01 No employee shall use his car on Employer business.

33. MEDICAL EXAMINATIONS

33.01 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.

33.02 When a medical examination is required by the Employer, the following condition shall apply:

33.03 If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

33.04 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:

- (a) 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.
- (b) 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.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (e) 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.

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

34. CLASSIFICATIONS AND WAGE RATES, ETC.

34.01 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.

34.02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.

34.03 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

34.04 If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a

manner that will ensure him a minimum of eight (8) hours' pay for that day or prorata for other employees working less than an eight (8) day.

34.05 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.

34.06 All work involved in the taking of warehouse inventory shall be performed by bargaining unit employees.

35. PAID ELECTION TIME OFF

35.01 The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

36. GENDER

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

37. TOOLS

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

38. LOSS OF BENEFITS

38.01 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.

39. RETROACTIVE PAY

39.01 The Employer agrees that the wage rates effective as of January 1st, 2003, shall be paid retroactively to each person from that date for all hours worked subsequent to December 31st, 2002.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by 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 , 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

WAGE RATES PER HOUR

CLASSIFICATIONS	EFFECTIVE JANUARY 1/03	EFFECTIVE JANUARY 1/04	EFFECTIVE JANUARY 1/05
1. Senior Store Clerk	15.85	16.20	16.55
2. Senior Cashier - Clerk			
- First 2080 hours			
From January 1/95	13.60	13.90	14.20
- Thereafter	14.55	14.90	15.20
3. Cashier - Store clerk	10.75	10.95	11.20
4. Warehouse Workers, Store Workers			
- First 1040 hours			
From January 1/95	11.05	11.30	11.50
- Thereafter	11.55	11.80	12.05
5. Casual Help - Student	9.70	9.90	10.15

1. It is understood that when a Cashier is not engaged in cashiering he/she may be assigned to other duties.

2. All Casual Help - Students working to a maximum of 24 hours a week will receive 4% Vacation Pay, upon request, and 4.2% General Holiday Pay on each cheque. They will not be eligible for benefits (Section 30:00).

LETTER OF UNDERSTANDING

BETWEEN: **PEPPERCORN INVESTMENTS LTD.**
1595 Kingsway
Vancouver, B.C.

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

RE: SUNDAY STAFFING REQUIREMENTS

The Parties agree and understand that Article 21.03 shall only apply to bargaining unit members employed prior to August 15th, 1983, providing said employees opted not to work Sundays. If said employees voluntarily choose to work Sundays except as set out below, then they shall lose their right to be covered by Article 21.03 and Sunday will become a regular work day except as set out in Article 21.02. However, should said employee(s) volunteer to replace an absent employee for a specific period who would be scheduled to work Sundays then upon the expiry of the specific period said employee(s) would revert to their regular work week and again be covered by the terms of Article 21.03.

DATED AT Vancouver, British Columbia, this day of , 2003.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

EMPLOYEE DEFINITIONS

a) **Regular Full-Time Employees**

Regular full-time employees are those who are regularly scheduled to work eight (8) hours per day or forty (40) hours per week, Monday to Saturday inclusive. Regular employees are entitled to all of the benefits of this collective agreement.

b) **Regular Part-Time Employees**

Regular part-time employees are those who are regularly scheduled to work less than forty (40) hours per week. Regular part-time employees are entitled to all of the benefits of this collective agreement except:

1) **Article 18 - General Holidays**

A proportionate amount depending on time worked.

2) **Article 17 - Annual Vacations**

Where they may take such time off as is reasonable, but only be paid at the appropriate percentage of their annual gross earnings.

c) **Cashier - Store Clerks** are regular employees who, if available, are guaranteed a minimum of thirty-two (32) hours a week.

Additional hours may be scheduled if available and practicable.

Cashier - Store Clerks, must be available as required for scheduled hours. Non availability of an employee will not require a rescheduling of time lost.

d) **Casual Employees**

Casual employees are students who are called to work to a maximum of twenty-four (24) hours a week (averaged over a rolling twelve week period, except the months of June through September and during Spring and Christmas breaks, when they may work more hours). Casual employees who are called to perform work, which includes relief cashiering, will be paid at the Casual Rate.

Casual employees are entitled to all the benefits of this collective agreement except:

1) **Article 17 - Annual Vacations**

Where they shall be paid four percent (4%) of their gross annual earnings.

2) **Article 18 - General Holidays**

When they will be paid their regular rate of pay if called upon to work and will be paid General Holiday pay of 4.2% of their hourly earnings on each pay cheque.

EMPLOYEE DEFINITIONS - CONTINUED

3) **Article 30 - Health and Welfare Plan.**

SHIFT EXCHANGE

Employees may exchange shifts with the approval of the Employer, provided that sufficient advance notice is given.