

COLLECTIVE AGREEMENT

BETWEEN

WINROC
a division of **SUPERIOR PLUS INC.**

AND

TEAMSTERS LOCAL UNION No. 213

APRIL 1st, 2005 - MARCH 31st, 2007

DON McGILL

Secretary-Treasurer

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WINROC a division of SUPERIOR PLUS INC.

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2:01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at the classified occupations listed in the Appendix and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.

Membership:

2:02 All employees covered by this Agreement must be members in good standing of the Union.

2:03 The Union shall have the exclusive right to determine who is a member in good standing.

2:04 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.

2:05 Any employee who has been laid off for any reason and who does not retain his membership in the Union will not retain his seniority with the Company.

Authorization of Deductions:

2:06 New employees shall be required to sign authorization cards for deduction of amounts as required by the By-laws of the Union. Such deductions shall be forwarded to the Union not later than the fifteenth day of the month following the month to which they refer. It is understood that dues are payable quarterly in advance. Dues shall be deducted from the second pay of each month previous to the quarter for which they are applicable, and the seniority list shall be attached as per Article 9:02.

Picket Lines:

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

Unfair Declaration:

2:08 It shall not be a violation of this Collective Agreement or cause for disciplinary action if any employee refuses to handle any materials from or to any Company, where, either the materials or the Company have been declared unfair by the B.C. & Yukon Territory Building and Construction Trades Council, by any of its affiliated area Building Trades Council or by the Teamsters Local Union 213. Whenever the Union has information

concerning any unfair declaration, it shall immediately notify the Company.

Union Rights:

2:09 The Union reserves the right to render assistance to other Labour organizations, whereby refusal on the part of the Union members to work with non-union workers or workers whose organization is not affiliated to a Building Trades Council, shall not be deemed a breach of this Agreement.

Strike and Lockout:

2:10 During the term of this Agreement there shall be no lockout by the Company, and no strike, stoppage of work, or slow-down, either partial or general, authorized by the Union.

Shop Stewards:

2:11 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the Shop Steward to carry out his duties. The Union shall be notified in writing if a Shop Steward is discharged for cause and such cause shall be stated in the reasons. Executive Officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union shall be allowed time off without pay by the Company, except where Shop Stewards are called as witnesses for either party, the party or parties calling would share the lost wages.

2:12 In the carrying out of regular duties Business Representatives of the Local Union shall have access to Company premises covered by this Agreement, after first discussing with Management.

ARTICLE 3 - HIRING

3:01 When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired. When qualified Union members are not available, then the employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) working days in which to apply for membership with the Union.

Contract and Hired Trucking:

3:02 The Company agrees that cartage work presently performed by members of the bargaining unit will not be let out to contract or carried by hired equipment if members of the bargaining unit performing this work would be laid off as a result.

- 3:03
- (a) Should it become impossible for the Company to hire outside equipment locally from companies or Owner/Operators with employees under agreement to this Local Union, or members of this Local Union, then the Company shall be free to hire outside equipment from companies with employees under agreement to another Teamsters Local.
 - (b) The Company shall not engage the services of a Dependent Contractor to replace or displace any employee.
 - (c) Nothing herein contained shall be deemed to create any seniority amongst the drivers of the trucks contracted to the Company for delivery service.
 - (d) The foregoing shall not compel the Company to engage or retain the services of Dependent Contractors, nor shall the replacement of a Dependent Contractor with another Dependent Contractor be a consideration.

Rental Equipment:

- 3:04
- When Company equipment such as trucks or other equipment are leased or rented to other persons or companies such equipment shall be driven by Company employees who are members of the Union.

Contract Work:

- 3:05
- If the contracting out of work does not affect either the number of Union members on the active payroll, or the return to the active payroll of members on layoff, then consent to contract out shall not be withheld providing the work is being done by Union personnel.

Union Products and Services:

- 3:06
- The Company agrees to contract supply of services only with companies under agreement to a Teamster Local Union. This shall be limited to couriers, disposal and vending machines, and security services.

ARTICLE 4 - NEW CLASSIFICATIONS

Rates and Effective Dates:

- 4:01
- The Company shall notify the Union when any new classification coming

under the jurisdiction of this Agreement is added. The Union and the Company shall negotiate on the rate to be established and that rate once established shall be retroactive to the introduction date of the new classification. This shall also apply to classifications that have inadvertently been left out of the existing agreement. When First-Aid men are used, the premium for the required ticket shall be negotiated and retroactive to date of hire.

ARTICLE 5 - DISCHARGE OF EMPLOYEES

Discharge:

5:01 The Company shall have the right to discharge any employee for just cause. Employees shall be notified in writing, the reason for their dismissal, and a copy of the notice shall be sent to the Union.

ARTICLE 6 - MANAGEMENT RIGHTS

Management:

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

ARTICLE 7 - WAGES AND WAGE STATEMENT

Wages:

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

Statement:

7:02 The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or

rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom. The Employer shall indicate on each Employee's T-4 slip the total amount of Union Dues deducted and submitted on behalf of that employee.

- 7:03 Vacation pay shall be paid on a separate cheque, or on the same cheque as regular pay, providing that all deductions are calculated and deducted proportionately.
- 7:04 If an employee is terminated by the Company his cheque shall be prepared and dispatched on the following work day for all monies due.
- 7:05 If an employee is terminated of his own accord he shall be paid on the next scheduled pay day.
- 7:06 Employees shall be paid no later than every second Friday during working hours.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

Hours of Work:

- 8:01 The normal work week for all employees covered by this agreement shall consist of five (5) eight (8) hour days commencing on Monday and ending on Friday. The work days shall commence at 7:00 A.M. and finish at 3:30 P.M. Up to a one (1) hour variance allowed to starting and finishing time.

Guarantee:

- 8:02 (a) All employees who are requested to work and do start work for the day shall be paid according to the following schedule based on seniority:

HOURS WORKED		HOURS PAID
up to 4 hours	=	4 hours
over 4 hours and up to 8 hours	=	8 hours

- (b) A more senior employee in any job classification shall not be paid for less regular hours worked than a less senior employee in that job classification. This seniority guarantee provision shall not apply to employees who have not completed their probationary period.
- 8:03 Any employee called back after having worked that day or his shift shall receive a minimum of four (4) hours pay at applicable overtime rates. Employees so called shall be allowed up to one-half (½) hour to report for work, unless reasonable circumstances warrant a longer time to report for

work being allowed.

8:04 Employees shall be notified prior to finishing of their shift if they are not required for duty the next day, and then shall not report until recalled.

Late Start:

8:05 Employees called in after their regular starting time shall receive pay from their regular starting time. Employees so called shall be allowed up to one-half hour to report for work, unless reasonable circumstances warrant a longer time to report for work being allowed.

Break Between Shifts:

8:06 Ten (10) hours shall be the minimum break between an employee's finishing time and his following starting time, otherwise overtime rates shall prevail for hours worked within the ten (10) hour break period.

Daily Overtime:

8:07 (a) All overtime worked in excess of five (5) hours in a five (5) day work week shall be voluntary.

(b) Any overtime worked in excess of two (2) hours daily shall be pre-approved by management.

8:08 All time worked in excess of eight (8) hours daily shall be at time and one-half for the first two (2) hours and at double time thereafter.

8:09 If overtime is worked it shall be divided as evenly as possible. An employee who refuses to work overtime will have that time credited as time worked for the purpose of distributing overtime.

Normal Days Off:

8:10 (a) Overtime rates shall be paid for all hours worked on an employee's normal day off except, at the employees option, any work may be performed on Saturdays at straight time by employees out of seniority who have worked less than forty (40) hours in that week, without attracting any penalty payments. Employees required to work under this provision shall be guaranteed a minimum of eight (8) hours.

(b) Overtime provisions in (a) above may be altered for **Stock Taking**

Purposes Only. Employees who work on their normal day off for the purpose of Stock Taking, shall be paid a minimum of eight (8) hours pay for up to five (5) hours worked. All time worked in excess of five (5) hours shall be paid at two (2X) times their regular hourly rate of pay.

Shifts:

- 8:11 Where more than one shift is required, seven and one-half (7½) hours exclusive of a meal period shall constitute the second shift for which eight (8) hours shall be paid. Seven (7) hours exclusive of a meal period shall constitute the third shift for which eight (8) hours shall be paid.
- 8:12 Additional shifts shall not commence more than one hour prior to the end of the previous shift.
- 8:13 Where the loading of materials or access to a site or site loading facilities are limited to specific hours in a day and is beyond the control of the Company but requires a special shift then the provisions of 8:12 shall not apply.
- 8:14 When additional shifts are required, a two, three, or four week swing shift shall be, wherever possible established.
- 8:15 The senior men shall have first choice as to which shift they shall start at, or as mutually agreed upon.

ARTICLE 9 - SENIORITY

Probationary Period:

- 9:01 All new employees shall have a probationary period of thirty (30) days worked. An employee's seniority shall be back dated to his date of hiring after the completion of his probationary period.

Seniority List and Classification:

- 9:02 The Company shall keep on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced his employment and classification. The Company will forward a copy of this list to the Union at least once every six (6) months, and it shall be attached to the check-off list as per Article 2:06.

Layoff:

- 9:03 When laying off employees, the Company shall lay them off in reverse order of their seniority of employment.

Rehire:

9:04 When vacancies occur, the Company shall hire laid off employees according to their seniority in job classifications for which they are qualified.

Job Posting:

9:05 The Company shall post, and keep posted, for not less than seventy-two (72) hours, or three (3) consecutive working days, in a conspicuous place, at each place of business maintained by the Company a notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position and the Company shall fill such position with the applicant employee who has the greatest overall seniority, provided that such employee is reasonably competent to do the work.

9:06 Any employee, however, who previously worked at the classification as a posted employee and is capable of performing the job or a trained employee who posted for a training position may be given preference.

9:07 The successful applicant shall be on probation in his new job for a period not exceeding twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such postings.

9:08 No employee may change job positions through the job posting procedure more than twice in any twelve (12) month period. Any subsequent postings to be reviewed by Union and Management.

New Employee Seniority Re-Qualify:

9:09 Any new employee who in the twelve-month period from his first day of employment with the Company, does not actually work for a period greater than six months, shall not be credited with seniority for the period worked and if re-hired shall be considered a new employee.

Loss of Seniority:

9:10 Seniority will be cancelled if an employee:

- (a) voluntarily quits his job or is discharged for just cause;
- (b) who is on layoff fails to report for work after being properly notified to return to work. Such employee shall no longer be considered to be an

employee of the Company. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number;

- (c) is on layoff for a period in excess of the seniority retention period as set forth below:

LENGTH OF SERVICE	SENIORITY RETENTION PERIOD
1 year and over	12 months

ARTICLE 10 - STATUTORY HOLIDAYS

10:01 Every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for New Year's Day, Good Friday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day and any other holiday proclaimed by the Provincial or Federal Government, provided however, that the employee shall have worked his "scheduled" work day prior to such holiday and his "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his Manager. Any employee required to work on any of the above holidays shall receive double time in addition to the day's pay.

Effective January 1st, 1986, each employee will be entitled to an additional "Floating Holiday" to be taken at a time mutually agreed between the employee and the Company. Should the Provincial or Federal Government proclaim an additional Statutory Holiday, it shall take the place of this "Floating Holiday".

Qualify:

10:02 Employees who have qualified under 10:01 shall also qualify for Statutory Holiday Pay if they have worked at least two (2) days within fifteen (15) working days preceding the date of the Holiday.

Statutory Holidays When Off Sick:

10:03 The Company shall pay employees for all Statutory Holidays falling within the first three (3) months following date of absence due to any industrial illness or accident. Such payment shall be made on the next scheduled pay day. If an employee is receiving Workers' Compensation Benefits or Health and Welfare Benefits from any source, the Company shall not pay for Statutory Holidays.

10:04 If a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed as the holiday. Except only where it is mutually agreed to by the employees, management and the Union, the previous Friday may be observed as the holiday.

ARTICLE 11 - ANNUAL VACATIONS

Two Weeks:

11:01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of 1,000 hours for the Company during the preceding twelve (12) months shall be entitled to two (2) consecutive weeks vacation with pay equal to two (2) full weeks straight-time pay at the employee's regular rate or four percent (4%) of annual gross earnings, whichever is the greater.

Three Weeks:

11:02 Each employee who has completed three (3) years of continuous service and has worked a minimum of 1,000 hours for the Company during the preceding twelve (12) months shall be entitled to a total of three (3) weeks vacation with pay equal to three (3) full weeks straight-time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

Four Weeks:

11:03 Each employee who has completed nine (9) years of continuous service in the employ of the Company and has worked a minimum of 1,000 hours for the Company during the preceding twelve (12) months shall be entitled to four (4) weeks vacation with pay equal to four (4) full weeks straight-time pay at the employee's regular rate or eight percent (8%) of annual gross earnings, whichever is the greater.

Five Weeks:

11:04 Each employee who has completed fifteen (15) years of continuous service in the employ of the Company and has worked a minimum of 1,000 hours for the Company during the preceding twelve (12) months, shall be entitled to five (5) weeks vacation with pay equal to five (5) full weeks straight-time pay at the employee's regular rate or ten percent (10%) of annual gross earnings, whichever is the greater.

Six Weeks:

11:05 Each employee who has completed twenty-five (25) years of continuous service in the employ of the Company and has worked a minimum of 1,000 hours for the Company during the preceding twelve (12) months shall be entitled to six (6) weeks vacation with pay equal to six (6) full weeks straight-time pay at the employee's regular rate or twelve percent (12%) of annual gross earnings, whichever is the greater.

Summary:

11:06

YEARS OF SERVICE	LENGTH OF VACATION	PAYMENT-EFFECTIVE JANUARY 1, 1985 (Whichever is greater)
1 year to 3 years less a day	2 weeks	2 full weeks or 4% annual gross earnings
3 years to 9 years less a day	3 weeks	3 full weeks or 6% annual gross earnings
9 years to 15 years less a day	4 weeks	4 full weeks or 8% annual gross earnings
15 years to 25 years less a day	5 weeks	5 full weeks or 10% annual gross earnings
25 years and over	6 weeks	6 full weeks or 12% annual gross earnings

Vacation Requirements and Rights:

11:07 The provision requiring employees to have worked a minimum of 1,000 hours in each year in order to qualify for the full two-week, three-week, four-week, five-week, or six-week provision shall not apply to employees who have worked less than the minimum hours required as a result of being absent on Workers' Compensation or through illness. Employees absent on Workers' Compensation or illness shall receive the normal vacation provision they would otherwise be entitled to for that vacation year, but shall then be required to re-qualify by working the minimum of 1,000 hours in the following year, or be paid their vacation pay as set out above. Rates used to calculate weekly pay shall be those applicable for the time the vacations are taken.

11:08 Employees shall be entitled to take their vacations in one (1) continuous

period. Vacations shall be taken within the calendar year for which they are applicable.

11:09 Should the Company request employees who are on vacations to return to work during their vacation period, the Company shall pay the said employees wages equivalent to those paid for working Statutory Holidays.

11:10 The Company shall work with the employees in an effort to increase the number of employees allowed off at any one time for vacations.

Choosing Vacations:

11:11 The Company shall post for ten (10) weeks a vacation calendar for the benefit of the employees.

11:12 Employees shall choose their time off for their annual vacations by seniority.

11:13 No employee having received Holiday Pay shall work in that period.

ARTICLE 12 - GENERAL WORKING CONDITIONS AND RULES

Meal and Work Breaks:

12:01 Any employee covered by this Agreement shall not work less than four (4) or more than five (5) consecutive hours at any time without one half (½) hour meal break.

12:02 A thirty (30) minute or one hour - whichever is applicable - meal break will be taken in each shift. The break shall commence not earlier than 11:00 A.M. and shall be completed by 1:00 P.M. Should the meal period extend beyond 1:00 P.M. at the request of the Company, the employee shall be entitled to an additional half (½) or one (1) hour to be added to his time for the day. The meal period shall be taken.

12:03 Where overtime following the employee's normal shift goes beyond two (2) consecutive hours, the employee shall be entitled to a meal at the Company's expense. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered as time worked

12:04 Should overtime continue beyond four (4) hours following the time allowed for a meal break then a further meal break shall be allowed with the same conditions as outlined above.

12:05 This condition shall be repeated each four (4) hours.

Coffee Break:

12:06 A coffee break shall be allowed each employee of the Company as close to midway in the first half of the shift, and as close to midway in the second half of the shift, as possible. Time allowed for coffee breaks shall be fifteen (15) minutes each.

Labour Management:

12:07 The Company shall establish or continue during the term of this Agreement a Labour Management Committee, which shall meet during working hours, at least once each month. A senior representative of Management, or his delegate, shall attend these meetings.

Safety Meetings:

12:08 The Company shall establish or continue a Safety Committee of which Management personnel shall not outnumber Union members. This Committee may meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

Safety Equipment:

12:09 Whenever the Company or the Workers' Compensation Act regulations require equipment to be used on the job, such equipment shall be provided by the Company at no cost to the employee. The employee shall be held responsible for such equipment and shall be charged for any damage or loss for which he can reasonably be held responsible.

Vehicle Safety:

12:10 Drivers or operators shall not be required to operate any vehicle which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to the Management, any vehicle considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until properly repaired.

On Job Injury:

12:11 When an employee meets with a personal accident or injury while on the job, he shall be paid his full wages for the day of the accident, providing the personal accident has been reported to his Supervisor or if unavailable his Lead Hand, or qualified First Aid Man. Immediately following first aid and as soon as practical after medical treatment, the employee will advise his

Supervisor as to his status.

Time Off Re Accidents:

12:12 Written reports of accidents shall be done prior to the end of the shift on which the accident occurred. Should an employee be involved in an accident while on Company time, with a Company vehicle, he shall be allowed time off without loss of pay to go to Court or any other agency as may be required. AT THE OPTION of the employee, the Company shall supply legal representation. Should it be established that the accident was due to negligence on the part of the employee, he will be required to reimburse the Company for the cost of such representation. The above to apply if required to appear as a witness on behalf of any case or accident as outlined above.

Jury Duty:

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

- 12:14 (a) It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.
- (b) The above shall apply in cases where an employee is called as a crown witness.

Bereavement Leave:

12:15 In the event of a death in his immediate family and upon the request of a regular employee, three (3) straight-time eight (8) hour days off work will be paid for by the Company. This request must be made within one (1) week of the death, unless notification of death is not immediately received, then request must be within one week of notification. Immediate family shall be defined to include a wife, husband, son, daughter, mother, stepmother, mother-in-law, father, stepfather, father-in-law, brother, sister, grandmother or grandfather. In addition, if the employee is notified of the death while he is working, he will be excused from, and paid for, the balance of that working shift, and such time shall not be charged against the three (3) days of leave. Granting of bereavement leave for relatives or dependents other than those described above shall be at the discretion of the Company.

Leave of Absence:

12:16 Leaves of absence may be granted at the discretion of the Company. All

applications for leaves of absence must be made in writing, all applications will be replied to in writing, and a copy of such will be remitted to the Union. Employees' seniority protection shall be in accordance with the Union regulations.

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

Medical Examinations:

12:17 The Company shall pay employees, who are requested by the Company to take a medical examination. The examination shall be during working hours.

If, following a Company requested medical examination, any employee is deemed to be physically or mentally incapable of carrying out his regularly assigned duties, the following procedure shall be applied: The Company shall assign the employee to other duties, if possible.

In the event it is claimed that the employee is totally incapacitated, the Company shall notify the Union of the medical findings in respect of the employee. Should the Union or the employee disagree with the said findings, the employee, at his own expense, shall have the right to be examined by his personal physician. Where there is no agreement between the two physicians on the condition of the employee the two physicians shall select a medical consultant to examine the employee with respect to the dispute. The findings of the consultant shall be final and binding.

The remuneration of the consultant shall be borne by the Company and the Union on an equal basis.

Should the consultant deem the employee to be capable of carrying out his regularly 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.

Employees returning to work following an injury or accident, and/or who were on Workers' Compensation, and are unable to perform their regular duties, shall where possible be retrained or be re-assigned to other duties according to their seniority so that the employees do not lose their employment with the Company.

Licences and Bonding:

12:18 Should the Company or the Superintendent of Motor Vehicles require licences beyond the normal requirements for the job an employee is doing,

such as air tickets, or require an employee to be bonded, the Company will allow time off and the use of Company equipment as required without loss of pay to the employee and the Company shall be required to pay for any examinations, licences or bonds they require.

12:19 Should an insurance company refuse to insure any employee, every consideration will be given to the employee so that he will not lose his employment.

Higher Classification:

12:20 If an employee starts his day's work, he shall not be paid less than his regular posted rate for the day.

12:21 If an employee works at a classification of a higher rate of pay in the first half of the shift, the employee shall be paid a minimum of four (4) hours at the higher rate. If an employee works at a classification of a higher rate of pay in the second half of the shift, the employee shall be paid a minimum of four (4) hours at the higher rate. If an employee works at a higher classification during both the first half and the second half of the shift, the employee shall be paid the higher rate for the entire shift.

Coveralls and Gloves:

12:22 The Company shall supply to employees on an exchange basis, Union made uniforms or coveralls and gloves, at the discretion of the Company as requested by the employees. Such articles to be maintained and delivered by a company having an agreement with a Teamster Local Union. Such clothing shall be of proper fit for each employee.

Washrooms and Lunchrooms:

12:23 The Company agrees to maintain in its terminals and depots, adequate clean, sanitary washrooms having hot and cold running water and toilet facilities. In addition there shall be provided adequate lunchrooms, which shall be kept clean and tidy by the employees.

ARTICLE 13 - TRANSPORTATION AND BOARD

Travelling and Board:

13:01 In the event that any employee is required to work at a place of work which is in excess of 25 miles from his normal place of work, the Company shall pay all his travelling expenses including meals, to and from such place of work and shall pay wages for the first eight (8) hours or seven and one-half (7½) hours - whichever is applicable - of each twenty-four (24) hours.

13:02 All his expenses for reasonable living accommodation and meals where he is required to live away from his normal living accommodation.

Local Travel:

13:03 When work is available for employees at their normal starting place or depot and they are directed to work out of other depots, plants or designated areas, they shall be paid either from their normal starting place or depot, when working with Company equipment, or at the employee's option, while travelling from their normal starting place or depot and return, plus a travelling allowance of sixty-six (66¢) cents per mile, or forty (40¢) cents per kilometre, or while travelling from their normal starting place or depot and return by Company provided transportation.

ARTICLE 14 - GRIEVANCE PROCEDURE

Qualifying Period:

14:01 If, during the term of the Agreement, there should arise any difference between the parties bound by this Agreement concerning its interpretation, application, operation or any violation thereof, an endeavour shall be made to settle the difference in the following manner:

Step 1 The employee and shop steward shall first take up the difference with the Branch Manager or other appropriate supervisor within seven (7) days, and shall receive a reply within three (3) days.

Step 2 If the difference is not satisfactorily settled, the Union shall meet with the applicable Manager.

At this step, a statement in writing setting out the matter in dispute with appropriate comments shall be exchanged by the parties.

Step 3 If a satisfactory settlement has not been reached at Step 2, the matter may be referred to Arbitration as outlined in 14:03.

14:02 The time limits stipulated for each step may be extended by mutual agreement and in the case of pay disputes, the time limit for lodging a grievance at Step 1 shall be thirty (30) days.

Time to Resolve Dispute:

14:03 In the event that the said representatives fail to reach a satisfactory settlement within seven (7) working days after meeting to settle the difference

as submitted to them, or within such longer time as the parties agree to, then it may be referred to an Arbitration Board of three (3) persons as follows or single arbitrator if agreed upon.

Arbitration:

- 14:04 The party desiring arbitration shall appoint a Member of the Board and shall notify the other party in writing of its appointment, and exchange particulars of the matter in dispute.
- 14:05 The party receiving the notice shall within five (5) working days thereafter, appoint a Member for the Board and notify the other party of its appointment.
- 14:06 The two arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third Member.
- 14:07 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) working days after completion of the hearing provided the time may be extended by agreement of the parties.

Suspension or Discharge:

- 14:08 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the employer to pay less than the full amount of wages lost.
- 14:09 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.

Appeal of Decision:

- 14:10 If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to, and with all the powers provided by this Clause. Application of appeal shall be filed within thirty (30) calendar days following decision of the case.

Cost of Chairman:

14:11 The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.

ARTICLE 15 - HEALTH AND WELFARE

Teamsters' Health and Welfare Plan:

15:01 Employees shall be covered by the Teamsters (Local 213) Health and Welfare Plan.

15:02 The Company shall make contributions to the Plan based on the total hours for which the employee receives remuneration:

April 1 st , 2005	-	\$2.00 per hour
April 1 st , 2006	-	\$2.05 per hour

15:03 The contributions referred to shall be remitted monthly by the fifteenth (15th) day of the month following that to which they refer, together with a form supplied to the employer by the Union, which shall provide full instructions.

Pension Plan:

15:04 Employees will be covered by the Teamsters (Local 213) Pension Plan.

15:05 The Company shall make the following contributions based on the total hours for which the employee received remuneration:

April 1 st , 2005	-	\$2.35 per hour
April 1 st , 2006	-	\$2.45 per hour

Retirement:

15:06 Normal retirement for all employees shall occur at the end of the quarter in which the employee reaches pensionable age under the Canada Pension Plan. However, any employee, may at his option with the consent of the Company, retire before reaching that age or by mutual agreement between the Company and the Union and provided that the employee is in satisfactory health, his retirement may be postponed after his pensionable age.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of:

- (i) The making of any major change in any production process.
- (ii) The introduction of or the automation of equipment, which would affect the terms and conditions or security of employment of any of the employees to whom this Collective Agreement applies.

16:02 Should any jobs disappear as a result of changes as described in 16:01, the employees affected shall have the opportunity to work (subject to the individual's seniority) at another classification. Should training be required the employee shall be allowed up to twenty-one (21) working days without loss of pay.

Severance Pay:

16:03 When an employee's job is discontinued as a result of changes described in 16:01, he shall have the option to transfer to other employment for which he is qualified or for which he can be trained as outlined in 16:02, subject to the seniority provisions. If his seniority is insufficient for him to remain as an employee, or if he chooses to accept termination in lieu of a transfer to other work, he shall receive severance pay of one (1) week's pay for each year of service beyond three (3) years. Employees who receive severance pay and are re-hired shall be considered as new employees.

16:04 Severance pay provisions shall also apply to any employee who is permanently terminated as a result of the Company's assets being sold, transferred, leased or closure in whole or in part.

ARTICLE 17 - PROTECTION OF AGREEMENT

17:01 Should the Company or any employee violate the terms of this Agreement as provided in -

- (i) Article 7 - Payment of Wages; or
 - (ii) Article 8 - Hours of Work and Overtime; or
 - (iii) Article 15 - Health and Welfare and Pension Plan;
- by paying or receiving less than full wages, overtime or

benefits as provided in Articles 7, 8 and 15.

17:02 The Company shall pay double the amount of the difference between what should have been paid and that paid initially. This amount shall be paid forthwith to the Teamsters' Social and Sports Committee for its sole and discretionary use. The employee in receipt of such unlawful payment(s) shall be immediately suspended from employment until the said payment is made to the said Committee.

17:03 The Company shall then post a bond of one thousand dollars (\$1,000.00) with the Union. In the event of a further violation the said bond shall be forfeited. The Company will post a further bond of two thousand dollars (\$2,000.00) with the Union which in the event of a further violation will also be forfeited, with each forfeit a replacement bond of twice the value of the one preceding will be posted.

17:04 In all cases of alleged violation all pertinent Company payroll records shall be made available to the Union.

17:05 In the event of disagreement as to the violation of this Article, either party may proceed directly to Arbitration under Article 14.

17:06 The above shall not apply to payroll or accounting errors.

ARTICLE 18 - SAVINGS CLAUSE

18:01 The Company shall not revoke, vary or restrict any wages, fringe benefits and conditions of employment not expressly referred to herein which is enjoyed by any employee covered by this Agreement without the consent in writing of the employee and the Union.

ARTICLE 19 - SICK LEAVE

19:01 The Company shall pay to all employees full wages for the first three (3) working days in the qualifying period due to bodily injury, sickness and any other non-occupational disability.

19:02 To claim under 19:01 the employee must:

- (a) Be unable to perform his regular work;
- (b) Be under the personal care of a legally qualified physician;
- (c) Satisfy the waiting period as per the Weekly Income Benefits of the Teamsters (Local 213) Health and Welfare Plan.

19:03 Wilful abuse of this benefit by an employee shall result in immediate discharge. A medical certificate shall be required to claim benefits under this provision.

ARTICLE 20 - TERM OF AGREEMENT

20:01 This Agreement shall be in full force and effect from April 1st, 2005 up to and including March 31st, 2007, 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 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.

20:02 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.

20:03 The operation of Sub-section 2 and 3 of Section 50 of the **Labour Relations Code of British Columbia** is hereby excluded.

20:04 Should negotiations for a new Agreement extend beyond the expiration date of the current Agreement, and providing there has been no legal strike or lock-out interrupting the negotiations, the initial increase in pay, if any, under the new Agreement shall be paid on the wages based on the individuals hours worked retroactive to April 1st, 2002 and otherwise the matter of retroactivity shall be one for negotiations between the parties.

20:05 It is agreed and understood that all retroactive pay shall be paid in full within fourteen (14) days from the date of signing.

20:06 This shall apply to all past and present employees.

20:07 All changes to the Collective Agreement shall be applicable on the effective date of signing unless otherwise specified.

APPENDIX "A"**RATES PER HOUR**

CLASSIFICATION	EFFECTIVE APRIL 1 2005	EFFECTIVE APRIL 1 2006
TRUCK DRIVER	\$19.85	\$20.40
- With Pup	\$20.15	\$20.70
- With Boom	\$20.10	\$20.65
- With Both	\$20.50	\$21.05
FORKLIFT ROAD UNIT	\$20.00	\$20.55
YARD/WAREHOUSE	\$19.85	\$20.40
LABOURER/SWAMPER	\$19.40	\$19.95
SHIPPER	50¢ per hour over the highest rate supervised	50¢ per hour over the highest rate supervised
LEAD HAND	50¢ per hour over the highest rate supervised	50¢ per hour over the highest rate supervised

LETTER OF UNDERSTANDING No. 3

BETWEEN: WINROC
a division of SUPERIOR PLUS INC.
515 Alpha Street
Victoria, B.C. V8Z 1B4

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

WHEREAS the Employer and the Union have agreed to a Grievance Procedure, as provided in Article 14 of the Collective Agreement, and;

WHEREAS the Employer and the Union wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the Employer and the Union agree as follows:

1. Prior to proceeding to arbitration, either party can request and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Employer and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canadian Joint Grievance Panel Inc. within fourteen (14) days after completion of Step II of the Grievance Procedure.
2. The Canadian Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Employer and two (2) by the Union. In the event that four (4) persons are not available, The Canadian Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Employer and one (1) from the Union. The Employer shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and

