

**COLLECTIVE AGREEMENT**

**BETWEEN**

**NATIONAL CONCRETE ACCESSORIES**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**June 1<sup>st</sup>, 2004 - May 31<sup>st</sup>, 2010**

**DON MCGILL  
Secretary-Treasurer**

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THIS AGREEMENT made as of this                      day of                      , 2004.

**BETWEEN:**                      **NATIONAL CONCRETE ACCESSORIES**  
**A Division of Premetalco Inc.,**  
7885 Venture Street  
Burnaby, B.C. V5A 1V1

(hereinafter called the "Company")

**AND:**                              **TEAMSTERS LOCAL UNION No. 213**  
affiliated with the International  
Brotherhood of Teamsters

(hereinafter called the "Union")

WHEREAS, it is the intention and purpose of the Company and the Union to promote and foster harmonious industrial relations between the Company and its employees.

NOW THEREFORE, the Parties hereto agree as follows:

## **ARTICLE 1 - INTERPRETATION AND EXTENT**

### **Interpretation:**

- 1:01                      The headings of each Article of this Agreement may be referred to in the interpretation of the various sections thereunder, and this Agreement shall be interpreted as a whole.
- 1:02                      In the event that any word, phrase, Section, or Article of this Agreement is declared invalid by any Court of competent jurisdiction or by the Labour Relations Board of British Columbia, only such word, phrase, sentence, Section or Article shall be affected and this Agreement shall be otherwise unaffected and shall continue in full force and effect.
- 1:03                      The word "employee" in this Collective Agreement means an employee of the Company within the certified bargaining unit. No other person shall perform bargaining unit work.

## **ARTICLE 2 - UNION SECURITY**

### **Coverage:**

- 2:01                      The Company recognizes the Union as the sole bargaining agent for the employees covered by the certification and working at the classified occupations listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.
- 2:02                      All employees covered by this Agreement must be members in good standing of the Union.

- 2:03 Any employee who does not remain a member in good standing shall not be retained in the employment of the Company.
- 2:04 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:**

- 2:05 New employees shall be required to sign authorization cards for deduction of initiation fees, dues and assessments as required by the By-Laws of the Union. Such deductions shall be forwarded to the Union not later than the last business day of the month in which these deductions were made. It is understood that dues are payable monthly in advance. Dues shall be deducted from the second pay of the month previous to the quarter for which they are applicable.
- 2:06 It shall not be a violation of this Agreement or cause for discharge if any employee refuses to cross a picket line which has not been declared illegal by a Court of competent jurisdiction or by the Labour Relations Board of British Columbia.

**Unfair Declaration:**

- 2:07 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment considered unfair by the Union or the Building Trades Council of British Columbia, or to work with or to receive from any persons who are considered unfair by any of the said Building Trades Councils. Whenever the Union has information concerning any such unfair job or project, it shall immediately notify the Company in writing.

**Strike and Lockout:**

- 2:08 There shall be no lockout by the Company and no interruption, work stoppage, strike, sit down, slow down or any other interference with production by any employee or employees during the term of this Agreement authorized by the Union.

Any employee who participates in any interruption, work stoppage, strike, sit down, slow down or any other interference with production may be disciplined or discharged by the Company, subject to the employees' right to arbitrate pursuant to the provisions of this Agreement.

**Shop Stewards:**

- 2:09 Shop Stewards shall be recognized by the Company and shall not be discriminated against. The Company shall be notified by the Union of the name or names of such Stewards. Reasonable time shall be given to the

Shop Steward to carry out his duties. The Union shall be notified in writing if a Shop Steward is discharged for just cause and such just cause shall be stated in writing. Executive officers of the Union or Shop Stewards, who are required to attend meetings at the call of the Union shall be allowed reasonable time off by the Company.

**Union Rights:**

2:10 The Union reserves the right to render assistance to other Labour Organizations. Refusal on the part of the Union members to work with non-Union workmen or workmen whose organization is not affiliated to the Building Trades Council, shall not be deemed a breach of this Agreement.

2:11 In the carrying out of regular duties Business Representatives of the Local Union shall have reasonable access to Company premises covered by this Agreement. Notice is to be given to available manager, superintendent or foreman prior to visiting the Company's premises.

**ARTICLE 3 - HIRING**

3:01 When employees are required, only Union members having the necessary qualifications and confirmation from the Union shall be hired; the Union dispatch shall be given forty-eight (48) hours notice. When qualified Union members are not available, then the Employer may obtain qualified employees elsewhere. Employees hired elsewhere shall have fourteen (14) days in which to become a member of the Union, or be replaced by a Union member when available.

**Contract and Hired Trucking:**

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

**Contract Work:**

3:03 The contracting out of work shall require the consent of Local Union No. 213. When 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. The Company shall hire only Building Trades Council affiliates to do any new construction or renovations that is not performed by the Company's own forces.

**Union Products and Services:**

3:04 (a) The Company agrees to contract all supplying of services to companies under agreement to Teamsters Local Union No. 213

provided such Teamster companies are comparable and competitive with other unionized companies.

- (b) The Company shall supply to all employees on an exchange basis, Union made raingear, coveralls and gloves as required. Such articles to be maintained and delivered by a Company having an agreement with Teamsters Local Union No. 213. Such clothing shall be of proper fit for each employee. The wearing of coveralls and raingear to be subject to the comfort of the employee.

#### **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.

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

##### **Discharge:**

- 5:01 The Company has the right to discharge any employee for just cause. Employees shall be notified in writing of the reason for their dismissal.

#### **ARTICLE 6 - WAGES AND WAGE STATEMENTS**

##### **Management:**

- 6:01 The Company shall pay wages to every employee included in the Certification and covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

##### **Statement:**

- 6:02 (a) 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 to be stated separately, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for Statutory Holidays and all deductions made therefrom.

(b) A statement of accumulated sick days shall be given on July 1<sup>st</sup> and January 1<sup>st</sup> each year.

- 6:03 Employees shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
- 6:04 Vacation pay shall be paid on a separate cheque and shall be paid in advance if so requested by the employee.
- 6:05 If an employee is terminated by the Company he shall be paid all monies due within three (3) working days. The monies due will be payable through the Company's offices and will be mailed to the employee upon request.
- 6:06 If an employee terminates on his own accord he will be paid on the next scheduled pay day.
- 6:07 The Employer shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.
- 6:08 The employer will issue a record of employment within five (5) days of an interruption of earnings or the date and employer becomes aware of the interruption. An interruption occurs when the employee quits, is laid off or terminated or has had or is anticipated to have seven (7) consecutive calendar days without both work and insurable earnings from the employer.

## ARTICLE 7 - HOURS OF WORK AND OVERTIME

### Hours of Work:

- 7:01 The work week for all employees covered by this Agreement shall consist of five (5) eight (8) hours days, except as hereinafter provided, commencing on Monday and ending on Friday. The work day shall commence no earlier than 7:00 a.m. and finish no later than 6:00 p.m.
- 7:02 The work day shall be an eight (8) hour period, excluding a one-half (½) hour time off for a meal break midshift.
- 7:03 Employees called in after their regular starting time **up to a maximum of four (4) hours** shall be allowed up to one-half (½) hour to report for work unless reasonable circumstances warrant a longer reporting time being allowed.

### Daily Overtime:

- 7:04 All time worked immediately prior to and/or immediately following his regular hours, shall be totalled and paid as follows:
- Five (5) day work week. All time worked to be paid at double time (2x) rates.

### Normal Days Off:

- 7:05 All time worked on a normal day off shall be paid at the rate of double time (2x) rates. Employees are also entitled to a Company paid meal on these days.
- 7:06 Ten (10) hours shall be the minimum break between an employee's finishing time and his following starting time, otherwise overtime rates shall prevail.
- 7:07 Overtime shall be divided as evenly as possible, and every attempt will be made by the Company to distribute overtime on an equal percentage basis to the employee's straight-time worked, subject however, to the qualifications of the employees and the nature of work to be performed.
- 7:08 Employees may request permission to refuse to work overtime for legitimate or compassionate grounds providing such request is made during the first half of his shift. Confirmation of such request will be given in the first half of his shift and such permission shall not be unreasonably withheld.

**Early Shift:**

- 7:09 Any employee starting prior to his regular starting time, and who has been paid premium rates, shall be paid from his regular starting time, as far as his guaranteed call-out is concerned.
- 7:10 Any employee who is called out to work shall be paid not less than eight (8) hours wages.
- 7:11 Any employee called back after having worked that day of his shift shall receive a minimum of four (4) hours pay at two times (2x) his normal rate.
- 7:12 Men shall be notified prior to finishing time the day previous if they are not required for duty, and then shall not report until recalled. If the majority of the employees are not required for duty, due whether directly or indirectly, to fire, lightning, explosion, impact by aircraft or vehicles, riot, vandalism, malicious acts, smoke, leakage from fire protective equipment, windstorm or hail, the provisions of Clauses 7:10 and 7:11 shall not apply.
- 7:13 The senior employees shall have first choice as far as capability to do the job is concerned as to which shift they shall start at, and will then rotate.

**ARTICLE 8 - SENIORITY**

**Probationary Period:**

- 8:01 All new employees shall have a probationary period of sixty (60) working days.

**Seniority List and Classification:**

- 8:02 The Company shall keep posted in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement, showing the date when each commenced his employment with the Company, the employee's

classification, hourly rate, social insurance number and date of hire and shall forward a copy of each list to the Union as it is posted. Such list shall be renewed every three (3) months and shall be attached to the checkoff as stated in Clause 2:05.

- 8:03 In all cases of promotion, layoff, and re-hiring after layoff, the following factors shall be considered:
- (a) Length of continuous service with the Company;
  - (b) Length of continuous service in the classification;
  - (c) Qualifications to do the work to be performed.

When employees are to be laid off they shall be given two (2) weeks notice in writing.

**Job Posting:**

- 8:04 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, notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement employed at that place of business where the vacant position or new position or promotion exists may apply for any such vacant or new position by signing the notice and the Company shall fill such position with the applicant employee who has the greatest overall seniority provided that such employee has the qualifications to perform the work.
- 8:05 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.
- 8:06 The successful applicant shall be on probation in his new job for twenty-one (21) working days during which time he may be returned to his former job if he does not make satisfactory progress or if he applies to the Company to be returned. The Union shall receive copies of all the postings and the assignments of such postings.
- 8:07 No employee may change job positions through the 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:**

- 8:08 Any new employee who, in the twelve (12) month period from his first day of employment with the Company, is not employed for a greater period than one (1) year, shall not be credited with seniority for the period worked and, if rehired, shall be considered as a new employee.

**Loss of Seniority:**

8:09 For employees hired prior to June 1<sup>st</sup>, 2002, seniority will not be retained by any employee who is terminated for lack of work and who is not rehired within a period of twelve (12) months from the date of termination.

For employees hired after June 1<sup>st</sup>, 2002, seniority will not be retained by any employee who is terminated for lack of work and who is not rehired within a period of six (6) months from the date of termination.

It is agreed that an employee's seniority shall be lost upon the occurrence of any one of the following events:

- (a) Where an employee voluntarily leaves his employment with the Company and is not rehired within one (1) month of his voluntary departure;
- (b) Where an employee is discharged for just cause by the Company;
- (c) Where an employee is recalled to work after layoff and fails to report within forty-eight (48) hours from the date of such recall; and
- (d) When an employee is absent without leave for a period of three (3) consecutive days, except in the case of unavoidable circumstances and upon the employee immediately advising the Company of the existence of such circumstances.

8:10 Should a properly notified employee, however, not report for work then his name would be removed from the seniority list. Those employees affected by a layoff shall keep the Company advised of their current address and available telephone number. Properly notified shall mean to be a letter or telegram.

## **ARTICLE 9 - STATUTORY HOLIDAYS**

### **Entitlement:**

9:01 Every employee covered by this Agreement who has completed his probationary period shall receive a day's pay for New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, December 24<sup>th</sup>, Christmas Day, Boxing Day and December 31<sup>st</sup>, and any other holiday proclaimed by the Provincial or Federal Government, provided however, that the employee shall have worked his "scheduled" work day prior to such holiday and his "scheduled" work day after such holiday, unless express permission to be absent shall be obtained from his Superintendent. Any employee required to work on any of the above holidays shall receive double time (2x) in addition to the day's pay.

9:02 Employees who have qualified under 9:01 shall be entitled to Statutory Holiday pay if they have worked within thirty (30) days immediately preceding or following the date of the holiday.

**Statutory Holidays When Off Sick:**

- 9:03 The Company shall pay employees for all Statutory Holidays falling within the first three (3) months following date of absence due to illness or accident.
- 9:04 If a Statutory Holiday falls on Saturday or Sunday the following Monday shall be observed as the holiday. If two (2) consecutive Statutory Holidays fall on Saturday and Sunday, the following Monday and Tuesday shall be observed as the holidays. When December 31<sup>st</sup> falls on a Saturday or Sunday the Holiday may be observed on another working day within the period between Boxing Day and December 31<sup>st</sup> or after, upon mutual agreement.

**ARTICLE 10 - ANNUAL VACATIONS**

**Two Weeks:**

- 10:01 Each employee who has completed one (1) year of continuous service in the employ of the Company and has worked a minimum of twelve hundred (1200) hours for the Company during the preceding twelve (12) months shall be entitled to two (2) full weeks vacation with pay equal to two (2) full weeks straight-time pay at the employee's regular rate, or six and one-half percent (6½%) of annual gross earnings whichever is greater.

**Three Weeks:**

- 10:02 Each employee who has completed three (3) years of continuous service and has worked a minimum of twelve hundred (1200) hours for the Company during the preceding year shall be entitled to the total of three (3) weeks vacation with pay equal to three (3) full weeks straight-time pay at the employee's regular rate, or eight and one-half percent (8½%) of annual gross earnings whichever is the greater.

**Four Weeks:**

- 10:03 Each employee who has completed eight (8) years of continuous service and has worked a minimum of twelve hundred (1200) hours for the Company during the preceding year shall be entitled to the total of four (4) weeks vacation pay at the employee's regular rate, or ten and one-half percent (10½%) of annual gross earnings whichever is the greater.

10.04 **Summary: VACATION ALLOWANCE**

<b>YEARS OF SERVICE</b>	<b>LENGTH OF VACATION</b>	<b>PAYMENT (WHICHEVER IS GREATER)</b>
1 year to 3 years less a	2 weeks	2 full weeks or 6½%

day		annual gross earnings
3 years to 8 years less a day	3 weeks	3 full weeks or 8½% annual gross earnings
8 years and over	4 weeks	4 full weeks or 10½% annual gross earnings

- 10:05 The provisions requiring employees to have worked a minimum of twelve hundred (1200) hours in each year in order to qualify for the full two (2) week, three (3) week or four (4) week provision, shall not apply to employees who have worked less than the twelve hundred (1200) hours required as a result of being absent on Workers' Compensation or through illness. Employees 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 twelve hundred (1200) hours in the following year, or to be paid their vacation pay as set out above.
- 10:06 Employees shall take their annual vacation within the employee's year, running from anniversary date to anniversary date.
- 10:07 The Company shall post a vacation calendar for the benefit of the employees. The vacation calendar shall be posted by April 1<sup>st</sup> of each year.
- 10:08 Employees shall choose their time off for their annual vacations according to the following factors:
- (a) Seniority according to classification; and
  - (b) Plant efficiency shall be considered.
- 10:09 Employees shall be entitled to take their vacations in one (1) continuous period. However, only one (1) employee may be off at one time.
- 10:10 The Company shall work with the Union in an effort to increase the number of employees allowed off at any one time for vacations.

## **ARTICLE 11 - GENERAL WORKING CONDITIONS AND RULES**

### **On Job Injury:**

- 11:01 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.

### **Meal and Work Breaks:**

- 11:02 The Company shall not require any employee to work more than four (4) consecutive hours, if the employee's regular shift is five (5) days per week and five (5) consecutive hours if the employee's regular shift is four (4) days per week, without one-half (½) hour off work.
- 11:03 Each employee is entitled to a thirty (30) minute meal break, as close as possible to mid-shift, except that the warehouse employees shall take their lunch period between 12:00 to 12:30 p.m.
- 11:04 Where overtime following his normal shift goes beyond two (2) hours of overtime the employee shall be entitled to a meal at the Company's expense, such meal not to exceed eight dollars (\$8.00) and if engaged in production

work after his meal, the time spent eating such meal (not to exceed thirty (30) minutes) shall not be considered as time worked.

11:05 This condition shall be repeated each four (4) hours.

11:06 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.

11:07 This condition shall be repeated each four (4) hours.

**Coffee Break:**

11:08 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:**

11:09 The Company shall establish or continue during the term of this Agreement a Labour Management Committee, which shall meet during working hours, on the last Friday of every month, if requested by either the employees or Employer. A senior representative of Management or his delegate shall attend these meetings.

**Safety Meetings:**

11:10 The Company shall establish or continue a Safety Committee of which Management personnel shall not outnumber Union members. This Committee shall meet in conjunction with the Labour Management Committee, and shall operate as required by the Workers' Compensation Board regulations.

**Safety Equipment:**

11:11 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.

11:12 Drivers or operators shall not be required to operate any equipment which, in the operator's opinion, violates safety requirements. It shall be the driver's responsibility to report in writing to the Management or Supervisor, any equipment considered unsafe. Such vehicle shall be tagged "OUT OF SERVICE" until properly repaired.

**First Aid:**

11:13 The Company when requiring first aid men who work at other duties in addition to their regular rate shall pay such employee for the ticket required at the following rates:

Thirty cents (30¢) per hour for Class "C" Ticket  
Forty cents (40¢) per hour for Class "B" Ticket  
Fifty cents (50¢) per hour for Class "A" Ticket  
Seventy-five cents (75¢) per hour for Class "AA" Ticket.

**On Job Injury:**

11:14 When an employee meets with a personal accident or injury while on the job, he shall be paid his full day's wages for the day of the accident.

**Time Off Re Accidents:**

11:15 Should an employee be involved in an accident while on Company time or with a Company vehicle and while acting in the course and scope of his employment he shall be allowed time off without loss of pay to go to Court or any other agency or proceeding of competent jurisdiction, as may be required. The Company shall have the option of supplying legal representation for the employee if he is involved in any action because of an action occurring while the employee is acting in the course or scope of his employment. The above provisions apply if an employee is required to appear as a witness in the case of an accident as outlined above. The employee shall cooperate with the Company's legal representative.

**Jury Duty:**

11:16 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.

11:17 It is agreed that employees must make themselves available for work when not required to be in attendance as jurors.

**Bereavement Leave:**

11:18 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. Immediate family shall be defined to include a wife, husband, son, daughter, mother, step-mother, mother-in-law, father, step-father, 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 the working shift, and such time shall not be charged against the three (3) days of leave. Granting of

bereavement leave for relatives other than those described above shall be at the discretion of the Company and the Union.

**Leave of Absence:**

11:19 Leaves of absence may be granted at the discretion of the Company. The Company's decisions shall be fair and equitable according to the circumstances. 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:**

11:20 The Company shall pay employees who are requested by the Company to take a physical examination. The examination shall be during working hours.

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 be retrained and re-assigned to other duties according to their seniority so that the employees do not lose their employment with the Company wherever possible.

11:21 Should the Company or the Superintendent of Motor Vehicles require licenses for the job he 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 examination (including medical), licenses or bonds they require.

11:22 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.

**Working on Construction:**

11:23 In the event that the Company should require any employee covered by this Agreement to engage in work on new construction, in the confines of a construction site or the Company premises and for which more favourable wage rates than those herein contained are paid, such employee shall be entitled to be paid at the more favourable wage rate while he is so engaged.

**Higher Classification:**

- 11:24 If a man starts his day's work, he shall not be paid less than his regular hourly rate. If work is to be made available at a lower classification he shall be notified the day previous.
- 11:25 If an employee works at a classification of a higher rate for less than two (2) hours, he shall be paid a minimum of four (4) hours at the higher rate and if he works at a classification of a higher rate for more than two (2) hours, he shall be paid the higher rate for the whole shift.

**Washrooms and Lunchrooms:**

- 11:26 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, tidy and heated.
- 11:27 All employees shall be required to wear safety boots as a condition of employment. Each employee with three (3) months of service shall be entitled to one (1) new pair of safety boots or shoes per year on an exchange basis. The maximum boot allowance will be one hundred and thirty dollars (\$130.00) per year.

**ARTICLE 12 - GRIEVANCE PROCEDURE**

**Qualifying Period:**

- 12:01 If, during the term of this Agreement, there shall arise any difference between the Parties bound by this Agreement concerning its interpretation, application, operation, or any violations thereof, an endeavour shall be made to settle the difference by negotiations between representatives of the Company and the Union. Where a grievance refers to a particular occurrence or incident other than a payroll error no consideration shall be given to either party unless such grievance is submitted within fifteen (15) days from the date of the alleged occurrence or incident. In the case of payroll errors the time limit will be thirty (30) days.

**Time to Resolve Dispute:**

- 12:02 In the event that the said representatives fail to reach a satisfactory settlement within seven (7) days after the difference was submitted to them, or within such longer time as the Parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:

**Arbitration:**

- 12:03 The Party desiring arbitration shall appoint a Member for the Board and shall notify the other Party in writing of its appointment, and particulars of the matter in dispute.

- 12:04 The Party receiving the notice shall within five (5) days thereafter, appoint a Member for the Board and notify the other Party of its appointment.
- 12:05 The two arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third Member.
- 12:06 The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the completion of the hearing.

**Suspension or Discharge:**

- 12:07 If the Arbitration Board finds (or if at an earlier stage of the Grievance Procedure, it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Employer to pay less than the full amount of wages lost.
- 12:08 The Arbitration Board shall have the power to substitute a suspension in lieu of a discharge.
- 12:09 The award of the Arbitration Board shall be binding upon both parties.

**Cost of Chairman:**

- 12:10 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.
- 12:11 Wherever in Article 12 a period of time is mentioned of less than thirty (30) days, this shall mean working days.

**ARTICLE 13 - HEALTH AND WELFARE PLAN**

**Health and Welfare Plan:**

- 13:01 Employees under this Agreement shall be covered by the Company's Health and Welfare Plan (including a Dental Plan):

- (a) All member employees are required to join the Company Health and Welfare Plan;
- (b) Any member of the Union who is in the employ of the Employer on the effective date of the Health and Welfare Plan shall join the Plan from that date;
- (c) Any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan shall join the Plan on the first day of the month following completion of the probationary period. The total cost of the entire Health and Welfare Plan, including the Dental Plan, will be fully paid by the Employer;
- (d) The Company shall pay the monthly premiums for two (2) months after a layoff occurs.

**Sick Leave:**

13:02 For all employees with one (1) year of continuous service, or more, paid sick leave shall be accumulated at the rate of one-half ( $\frac{1}{2}$ ) day per month to a maximum of twenty-four (24) days. Upon termination, the employee shall be paid in cash for any unused sick leave accumulated.

13:03 Where any absence, including dentist and doctor appointments, occasioned by sickness or accident, is not covered for payment by either the weekly income benefits in the Health and Welfare Plan, or by Workers' Compensation, employees shall draw on their accumulated sick leave time as follows:

First day of absence	-	one (1) full day's pay
Second day of absence	-	one (1) full day's pay
Third day of absence	-	one (1) full day's pay.

Thereafter, the balance of accumulated sick leave will be paid at the full daily rate for each day that the employee remains absent from work occasioned by the aforesaid sickness or accident.

13:04 Wilful abuse of this benefit by an employee shall result in immediate discharge. A medical certificate may be required to claim benefits under this provision.

**ARTICLE 14 - TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE  
PAY**

14:01 Notwithstanding the provisions of Article 4, the Company shall notify the Union at least one (1) month in advance of any change which would affect the terms and conditions or security of employment of the employee.

14:02 Should automation or technological change cause jobs to disappear, the employee shall have the opportunity to work (providing he has the seniority)

at another classification. Should training be required the employee shall be allowed up to twenty-one (21) working days without any loss of pay.

**Severance Pay:**

14:03 When an employee's job is discontinued as a result of changes described under this Article, he shall have the option of transferring to other employment for which he is qualified or for which he can be trained, subject to the seniority provisions. If his seniority is insufficient for him to remain as an employee, the Company shall pay to such employee with one (1) or more years of service severance pay in the amount of one (1) week's pay for each year of service. Employees who receive severance pay and are rehired shall be considered as new employees.

14:04 The above severance pay provisions shall also apply if the Company's assets are sold, leased or transferred in whole or in part.

**ARTICLE 15 - SAVINGS CLAUSE**

15:01 The Company shall not revoke, vary or restrict any privilege, concession, right or condition 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 in the Union and in particular but without the generality of the foregoing the Company will not reduce the rate of wages of any employee whose rate of wages is higher than the rate he would otherwise be paid under this Agreement.

**ARTICLE 16 - DURATION**

16:01 (a) This Agreement shall be for the period from and including June 1<sup>st</sup>, 2004 to and including May 31<sup>st</sup>, 2010. Either party to the agreement may, within four months immediately preceding May 31<sup>st</sup>, 2010 give to the other party written notice to commence collective bargaining.

(b) After expiry of the term of this Collective Agreement and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the Parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

(c) It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

16:02 The Company shall pay the wage rates shown on Appendix "A".

16:03 All past employees shall have their retroactive cheques mailed to them or, if returned undelivered, to the Vancouver office of the Union for distribution.



**APPENDIX "A"**

**WAGE RATES**

<b>CLASSIFICATION</b>	<b>Effective Jun 1/04</b>	<b>Effective Jun 1/05</b>	<b>Effective Jun 1/06</b>	<b>Effective Jun 1/07</b>	<b>Effective Jun 1/08</b>	<b>Effective Jun 1/09</b>
Warehouseman	\$18.83	\$19.33	\$20.08	\$20.58	\$21.18	\$21.83
Warehouseman/Shipper	\$19.25	\$19.75	\$20.50	\$21.00	\$21.60	\$22.25
Warehouseman 2	\$21.56	\$22.06	\$22.81	\$23.31	\$23.91	\$24.56

Effect with the new agreement for any warehouse staff hired after the date of ratification wages would be 75% of either Warehouseman or Warehouseman/Shipper (whichever is applicable) rate for the first twelve (12) months of continuous employment, 80% for the second twelve (12) months of continuous employment, 85% for the third twelve (12) months of continuous employment, 90% for the fourth twelve (12) months of continuous employment, 95% for the fifth twelve (12) months of continuous employment. After the end of the fifth year wages would be 100% of either the Warehouseman or Warehouseman/Shipper rate.

While warehousemen are unloading iron oxides, supplied by Haeffner, they will be paid a premium of two dollars (\$2.00) per hour.

**WAREHOUSEMAN 2**

**JOB DESCRIPTION**

REPORTING - THE WAREHOUSEMAN 2 SHALL REPORT AND BE RESPONSIBLE TO THE BRANCH MANAGER.

GENERAL DUTIES - DIRECTING ALL WAREHOUSE PERSONNEL IN PERFORMANCE OF DUTIES NECESSARY IN SHIPPING, RECEIVING, BLDG. MAINT. AND ALL OTHER WAREHOUSE FUNCTIONS.

SHIPPING - WORK WITH WAREHOUSEMAN IN ALL DUTIES RELATED TO SHIPPING INCLUDING ASSEMBLING AND LOADING ORDERS, SCHEDULING & ORDERING TRUCKING, COMPLETION OF ALL RELEVANT PAPERWORK AS REQUIRED.

RECEIVING - WORK WITH WAREHOUSEMAN IN ALL DUTIES RELATED TO RECEIVING OF MATERIALS INCLUDING

GENERAL DUTIES - UNLOADING OF TRUCKS AND PLACING OF MATERIAL ON SHELVES, PREPARATION OF RECEIVING DOCUMENTS & OTHER RELATED PAPERWORK, AS REQUIRED, RECEIVING RENTAL INVENTORY AND CONTROL OF SAME. INCLUDING COUNTING, SLITTING EXPANSION JOINT MATERIAL, COLOUR MIX COATINGS, CLEAN-UP AS REQUIRED.

INVENTORY CONTROL AND MAINTENANCE OF CARDEX SYSTEM ON A DAILY BASIS, ADVISING PURCHASING AGENT AND/OR MANAGER OF INVENTORY SHORTAGES, OVERAGES,

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DISCREPANCIES, IRREGULARITIES AND DAMAGE. MONITOR SHELF LIFE EXPECTANCY AND ADVISE PURCH. AGENT AND MANAGER OF SHELF LIFE PROBLEMS ANTICIPATED.

WAREHOUSEMAN 2 MUST HAVE DETAILED EXTENSIVE KNOWLEDGE OF ALL MATERIALS DISTRIBUTED BY N.C.A. AND UPGRADE KNOWLEDGE IN ALL NEW PRODUCTS AS REQUIRED.