

COLLECTIVE AGREEMENT

BETWEEN

GREENBARN POTTERS SUPPLY LTD.

AND

TEAMSTERS LOCAL UNION No. 213

June 1st, 2005 - May 31st, 2008

**DON McGILL
Secretary-Treasurer**

TABLE OF CONTENTS

ARTICLE	PAGE
1. BARGAINING AGENCY AND DEFINITION	2
2. DURATION OF AGREEMENT	2
3. UNION SECURITY	3
4. DEDUCTION OF DUES, ETC.	3
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	3
6. SHOP STEWARDS	4
7. WORK CLOTHES, UNION PRODUCTS AND SERVICES	5
8. UNION NOTICES	5
9. CONFLICTING AGREEMENT	5
10. PROTECTION OF RIGHTS.....	5
11. TRANSFER OF TITLE OR INTEREST.....	5
12. GRIEVANCE PROCEDURE.....	6
13. JOB POSTING, ETC.	7
14. TECHNOLOGICAL CHANGE AND RETRAINING	8
15. PAY DAY AND PAY STATEMENTS, ETC.	8
16. ANNUAL VACATIONS	9
17. GENERAL HOLIDAYS	9
18. SEPARATION OF EMPLOYMENT	10
19. SENIORITY	10
20. DAYS AND HOURS OF WORK AND OVERTIME	11
21. LUNCH AND REST PERIODS	12
22. COMPENSATION COVERAGE	12
23. SAVINGS CLAUSE	13

24.	INSPECTION PRIVILEGES	13
25.	SANITARY FACILITIES, ETC.	13
26.	SAFETY AND HEALTH.....	13
27.	BONDING.....	14
28.	MANAGEMENT	14
29.	HEALTH BENEFITS PLAN.....	14
30.	ARTICLE HEADINGS.....	16
31.	TRANSPORTATION	16
32.	EQUIPMENT MAINTENANCE AND SAFETY	16
33.	CLASSIFICATIONS AND WAGE RATES, ETC.	16
34.	PAID ELECTION TIME OFF.....	17
35.	GENDER	17
36.	TOOLS	17
37.	MINIMUM STANDARDS	17
38.	RETROACTIVE PAY	18
	SIGNATORY PAGE	18
	APPENDIX "A"	19
	LETTER OF UNDERSTANDING	20

THIS AGREEMENT entered into this day of , 2006.

BETWEEN: **GREENBARN POTTERS SUPPLY LTD.**
9548 192ND Street
Surrey, BC V4N 3R9

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority except those in a supervisory capacity other than lead hands.
- (b) The term employee as used in this agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this agreement.
- (c) All work, except as excluded below, within the bargaining unit shall be performed only by those persons who are members of the Union as prescribed herein. Management personnel shall continue the present practice of performing work, as required, within the scope of the bargaining unit, provided that such work does not directly result in layoff or adversely affect a bargaining unit employee with respect to wages or the hiring of a new employee.

The Employer will not contract out any bargaining unit work, if such contracting out will result in the displacement or layoff of any bargaining unit employees.

2. DURATION OF AGREEMENT

- (a) This agreement shall be for the period from and including June 1st, 2005 to and including May 31st, 2008. Either party to this agreement may, within four months immediately preceding May 31st, 2008, give to the other party written notice to commence collective bargaining.

- (b) In accordance with the Labour Relations Code, during the term of this Agreement, the Union, nor its officers or members, will not declare, authorize encourage or participate in any strike, slowdown, stoppage of work, or any act of a similar nature which would interfere with, limit or impede store operations, and the Employer will not engage in any lockout of its employees.
- (c) It is mutually agreed that the operation of sub-sections 2 and 3 of Section 50 of the Labour Relations Code are specifically excluded from operation in this agreement.

3. UNION SECURITY

- (a) The Union recognizes the right of the Employer to hire whoever the Employer chooses. The Employer will however, advise the Union of any permanent job openings so that the Union may refer suitable applicants for employment.
- (b) The Employer shall have such new employee fill in the necessary membership cards prior to commencing employment. Initiation fees will not be payable until the employee completes his/her probation period.
- (c) All employees shall be required to be a member in good standing of the Union as a condition of employment with the Employer.

4. DEDUCTION OF DUES, ETC.

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

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

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this agreement, to any person who is serving as a Union delegate to any conference or function.

During negotiations the Union may have a negotiating committee in attendance and fifty percent (50%) of the wages shall be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day by the Employer. This shall commence with the negotiations for the first renewal of the Collective Agreement.

- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury whether on the job or not, or suffers any illness preventing him/her from reporting to work, he/she will be granted medical leave of absence, without pay, except as otherwise stipulated in this agreement until such time as he/she has received medical clearance to return to work and perform the full duties of his/her classification subject to the duty to accommodate.
- (d) If an employee desires a leave of absence for reasons other than those referred to above, he/she 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.
- (e) When an employee suffers an injury or illness which requires his/her absence, he/she shall report the fact to the Employer. It is intended that this report be made prior to the employee's starting time if possible.
- (f) In case of death in the immediate family, the employees affected shall be granted bereavement leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother/ father in-law and step parents. One day with pay shall be granted in the case of a sister/brother in-law, grandparents or grandchild.
- (g) The Employer shall pay an employee who is required to serve as a juror or is subpoenaed for jury or witness duty, the difference between his/her normal straight time and the payment he/she received for such services.

The employee shall present proof of services and the amount received to the Employer.

The employee shall be returned to the classification and pay rate he/she was in prior to such duty.

- (h) Welfare benefits, excluding weekly indemnity, may be continued at employee request and expense during the period of leave of absence up to a maximum

of one (1) month.

6. SHOP STEWARDS

- (a) There shall be a shop steward appointed, if the Union wishes, to see that the provisions of this agreement are adhered to.
- (b) The shop steward shall have no authority to alter, amend, violate, or otherwise change any part of this agreement.
- (c) The Employer will recognize the shop steward 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.
- (d) The Union will advise the Employer of the identity of all shop stewards.
- (e) Shop stewards shall be allowed to take up grievances during working hours, without loss of pay.
- (f) Shop Stewards shall be allowed time off work, without pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

7. WORK CLOTHES, UNION PRODUCTS AND SERVICES

- (a) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge except safety boots.
- (b) Upon request, the Employer will reimburse employees with seniority, that work in the warehouse, upon presentation of a receipt for safety boots, up to seventy-five dollars (\$75.00) per year for one (1) pair or up to one hundred and fifty dollars (\$150.00) every two (2) years for one (1) pair. This shall also include the employee having his/her boots resoled.

Probationary employees shall be reimbursed after completing their probationary period.

- (c) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.

8. UNION NOTICES

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.

The Employer shall be responsible for the posting of an up to date seniority list.

9. CONFLICTING AGREEMENT

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

The Employer agrees that before effecting any wage rate other than those set out in this agreement, it shall first negotiate same with the Union Agent in accordance with Article 13 (b) and (c) of this agreement.

10. PROTECTION OF RIGHTS

- (a) No employee shall be required to cross a legal picket line arising from a strike or lockout for the purposes of this Article a legal picket line shall mean only those picket lines expressly permitted under the B.C. Labour Relations Code.
- (b) The Union agrees, wherever practicable, to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.
- (c) Any employee failing to report for duty shall be considered to be absent without pay.

11. TRANSFER OF TITLE OR INTEREST

In the event the Company or a part of it is sold, leased or transferred, Section 35 of the BC Labour Relations Code pertaining to successor rights and obligations shall apply.

12. GRIEVANCE PROCEDURE

- (a) 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.

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.

- (b) The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the shop steward, shall take his/her grievance up with management. The employee 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.

Notwithstanding the above, if an authorized representative of the Union claims a violation of this agreement, he/she 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.

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.

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

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

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

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

(c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an arbitration board, if the parties agree, a sole arbitrator shall be chosen to act in the same capacity and having the same powers as an arbitration board.

Alternatively the parties may agree to the use of an alternative arbitration procedure, namely the Canadian Joint Grievance Panel as set out in Letter of Understanding No. 1 attached hereto and forming part of this agreement.

(d) 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/her rights, benefits and privileges which he/she 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.

The arbitration board 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 Article 23 (b) herein, the arbitration board or sole arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the chairman.

- (e) Any discharged or suspended employee, within seventy-two (72) hours of his/her discharge or suspension, shall be given by the Employer, in writing, the reasons for his/her 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. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) 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.
- (g) If any record of disciplinary action is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case one (1) year from the date of occurrence such statement shall be deleted from the employee's file, unless a similar occurrence took place within the one (1) year period.

13. JOB POSTING, ETC.

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the bulletin board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return.

Preference will be given to applicants on the basis of qualifications applicable to the job and past performance, with seniority governing where the qualifications and past performance are relatively equal.

In the event that no applications are received, or in the case where no employees qualify, the Company would be free to fill the vacancy from outside the bargaining unit.

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

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory or the employee finds the job unsatisfactory, shall be returned to his/her former position without loss of seniority.

- (b) 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.
- (c) 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

The Employer shall not introduce or implement any technological change until and unless:

- (i) The Employer has given three (3) months' notice in writing to the Union of its intention to introduce a technological change;
- (ii) The Employer has given first opportunity to the employees then on the payroll through the job posting procedure, to receive training required by such technological change;
- (iii) The parties agree to an appropriate rate of pay for the job affected by such technological change. If the parties do not agree, the matter shall be settled by arbitration.

15. PAY DAY AND PAY STATEMENTS, ETC.

- (a) All employees covered by this agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than five (5) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing shall be paid on the next pay cheque following the date the Employer is notified of the error.

- (d) The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that employee.

16. ANNUAL VACATIONS

- (a) Employees who complete one (1) or more years of service shall receive two (2) weeks vacation each year with pay calculated at four percent (4%) of their gross earnings received during the previous vacation year.
- (b) Employees who complete five (5) or more years of service shall receive three (3) weeks vacation each year with pay calculated at six percent (6%) of their gross earnings received during the pervious vacation year.
- (c) Employees who complete fifteen (15) years of service shall be entitled to one week of unpaid leave of absence in each year in addition to paid vacation leave.
- (d) Vacation and vacation pay entitlement shall be based on an employee's service as of May 31st as an anniversary date.
- (e) Regular full-time employees will receive vacation pay when actual vacation time is taken. Regular part-time and casual employees will receive vacation pay once annually.
- (f) Vacations must be taken within the year following the year (June 1st - May 31st) in which the vacations are earned.
- (g) Where a general holiday falls during an employee's vacation, the holiday shall be paid pursuant to Article 17 and shall not count as a day of vacation.
- (h) Absence due to any illness or authorized leave of absence will be deemed to be time paid for the purpose of vacation entitlement.

17. GENERAL HOLIDAYS

- (a) The Employer will observe the following paid general holidays:

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

- (b) If during the life of this agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (c) An employee with a regular schedule of hours who has worked at least fifteen

(15) of the last thirty (30) calendar days prior to a general holiday is entitled to a regular day's pay for the holiday.

An employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a general holiday is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

An employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a general holiday is entitled to pro-rated holiday pay. This amount is calculated by dividing the employee's total wage, excluding overtime, earned in the thirty (30) day period by fifteen (15).

If an employee is on annual vacation, the employee's vacation days and vacation pay are counted as days worked and wages earned when calculating general holiday pay.

- (d) Employees who are required to work a shift which commences anytime during a general holiday, shall in addition to their regular General Holiday pay receive one and one half times (1 ½) their regular hourly rate for the first eight (8) hours worked and double time thereafter.
- (e) It is agreed that the General Holidays shall take place on the day and date designated as a holiday by the Federal or Provincial government.
- (f) An employee must have worked for the Employer for thirty (30) calendar days in order to be eligible for general holidays with pay.
- (g) Employee's on leave of absence, Worker's Compensation or sick and drawing weekly indemnity shall not be entitled to paid holiday pay.

18. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged or quits, he/she shall be paid in full for all monies owing within the time periods stipulated in the Employment Standards Act.
- (b) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminated.

19. SENIORITY

- (a) A new employee shall be considered probationary for ninety (90) working days (actually worked) and may be discharged or laid off at any time during this period without regard to seniority standing. Upon completion of the probationary period the employee's seniority shall be retroactive to original date of hire.
- (b) 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.
- (c) 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.

- (d) Employees shall be laid off according to seniority (i.e., last hired, first laid off) except for those employees having special skills, ability or training required on an ongoing basis.
When employees are recalled to work after layoff, they will be recalled in the reverse order of lay-off, providing they are able to perform the work that is available.
- (e) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer, or
 - (ii) Is discharged for cause, or
 - (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
 - (iv) Is absent without leave for five (5) working days without legitimate reason, or
 - (v) Is on continuous layoff for twelve (12) months.
- (f) At the conclusion of the continuous layoff period as set out in subsection (e) (v) above, an employee shall be entitled to severance pay under the provisions of the *Employment Standards Act* less any paid working notice prior to the layoff.

20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) For full-time employees, the regular work week shall be thirty-six (36) hours, Tuesday to Saturday inclusive and the regular work day, Tuesday to Friday inclusive shall be eight (8) hours and on Saturday of each week the regular hours of work shall be four (4) hours. The number of hours of work per day stated above does not include the one-half (½) hour unpaid lunch period. Part-time employees are those who are scheduled for less than the full hours of work.
- (b) No split shifts shall be allowed at any time.
- (c) The Employer agrees to negotiate hours of work, shift differentials and rotations if it is determined that another shift is necessary.
- (d) Time worked in excess of eight (8) hours per day on a regular work day, Tuesday to Saturday or beyond forty (40) hours in a work week will be paid overtime at one and one half times (1 1/2 X) the employees regular rate of pay.
- (e) Time worked beyond eleven (11) hours a day or forty-eight hours a week will be paid at double (2X) the employees regular rate.
- (f) Any employee called back to work after his/her scheduled shift has been completed, shall receive the greater of three (3) hours at straight time pay or time and one-half (1 1/2 X) for all hours worked.
- (g) 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.
- (h) Overtime shall be offered to qualified employees in order of seniority. If no qualified employee is available to work such overtime the junior qualified employee shall work the overtime.
- (i) All employees at the store, working with tools, shall be allowed sufficient time during working hours to return tools, parts, etc. to the storage area.

21. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than five (5) hours without an uninterrupted one-half (½) hour unpaid meal break during the regular daily shift, exclusive of rest breaks.

- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his/her 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.

Notwithstanding the above, there shall be one (1) paid fifteen (15) minute break, during a shift that is six (6) hours or less.

If overtime is to be worked, then each employee shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

- (c) If overtime exceeds two (2) hours following an employee's regular shift and the employee concerned has not been advised prior to the day of the overtime requirement, then he/she shall be entitled to a free meal supplied by the Employer or a meal allowance of ten dollars (\$10.00) The employee shall also receive a break of fifteen (15) minutes with pay after two (2) hours of overtime.

22. COMPENSATION COVERAGE

When an employee goes on Compensation, he/she shall, when the Compensation Board signifies that he/she is certified as being medically able to return to work and perform the full duties of his/her classification or any modified duties that may be available, be returned to the payroll at his/her previous job and applicable rate of pay.

23. SAVINGS CLAUSE

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

24. INSPECTION PRIVILEGES

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

25. SANITARY FACILITIES, ETC.

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

26. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment including proper First-Aid kits.
- (b) Any employee who has reasonable cause to believe that any equipment or practice being carried on within the premises would create an undue health or safety hazard shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his/her shift, the employee shall report directly to his/her manager or lead hand, and if the employee wishes to go home or to a doctor, permission to do so will be granted.
- (d) There shall be an employee in the bargaining unit designated as a first-aid attendant on each shift, provided that an employee on such shift possesses a valid first-aid certificate. First-aid attendants shall be paid the remuneration listed below in addition to their hourly rate of pay.

LEVEL I - 20¢ per hour

If the Employer requests any employee to take a first-aid course, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his/her hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the employee attends classes. This does not include travel time or travel expenses.

27. BONDING

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

28. MANAGEMENT

The Employer's rights, subject to this Agreement, include, but are not limited to, the following:

- (a) the right to maintain order, suspend, discipline, and efficiency; to make, alter, and enforce rules and regulations, policies, and practices to be adhered to by its employees; to discipline and discharge employees for just cause;
- (b) the right to select, hire, schedule working hours and direct the working force and employees; to assign, promote, demote, layoff and recall employees; to select and retain employees for positions excluded from the bargaining unit.
- (c) the right to determine the extent to which its business shall be operated or shut down; discontinue operations in whole or in part; or otherwise to manage and conduct the business of the Company, all of which rights are specifically reserved exclusively to the Company.

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 grievance procedure.

29. HEALTH BENEFITS PLAN

- (a) Eligibility for benefit plan coverage will occur following successful completion of probation period, except as otherwise noted for LTD and Dental coverage below, for full-time employees that normally work for thirty (30) hours or more per week. Employees will not suffer loss of eligibility due to scheduling changes or cutbacks in hours worked.
- (b) The cost of providing the benefits is shared seventy-five percent (75%) by the Company and twenty-five percent (25%) by the employee, by payroll

- deduction.
- (c) In the case of layoff, coverage will be carried on in the usual way for the balance of the current month. For up to the next six (6) months of layoff, the laid off employee may continue coverage for all benefits, excluding Weekly Indemnity and Dental, with the Company paying twenty-five percent (25%) and the employee paying seventy-five percent (75%) of the premium cost.
 - (d) In the case of sickness or accident the Company will pay the premiums of all eligible benefits for a period of up to six (6) months commencing after the first month.
 - (e) If government subsidies or benefits under provincial plans are reduced or eliminated, the Health and Welfare plan will not automatically replace or supplement such reductions or eliminations.
 - (f) The summary of available benefits below is descriptive only, the Group Insurance Booklet will explain them more fully, with complete terms set forth in the group insurance policies issued and administered by the insurance companies.

Medical Services Plan of BC

Basic Life Insurance	\$20,000 (single employees) \$25,000 (employees with dependents)
Accidental Death, and Dismemberment	Equal to basic life insurance schedule
Optional Voluntary Insurance	Employee paid. Units of \$10,000 are available to a maximum of \$100,000
Weekly Indemnity	60% of weekly earning for up to 26 weeks. Maximum is the current E.I. maximum per week (2006 maximum is \$413) 3 day waiting period - illness No waiting period for injury resulting from accident
Long Term Disability Benefit	\$1,600 per month (for employees with over one year service)
Supplementary Health Care	After a calendar year, single deductible of \$25.00, family deductible of \$50.00, the full cost of eligible expenses are paid.
Vision Care	Frames, lenses - \$200.00 each 24 month period (12 months for dependent children). Contact lenses to correct visual acuity only -\$250.00 each 60 month period.
Dental Benefit	The plan pays 100% of basic expenses, 75% of restorative expenses and 50% of

orthodontic expenses. Annual maximum is \$1,800.00 per insured person (for employees with over one year service).

Note: A more detailed outline of each of these benefits can be found in the appropriate section of the Employer provided booklet

- (g) As stipulated upon implementation of the plan, the benefits will continue unless financial conditions of the Company deteriorate and it is no longer able to afford to offer the plan. At that time it would be temporarily suspended. Should the Union dispute any assertion concerning the financial conditions of the Employer, the matter may be referred to arbitration for a binding determination.

30. ARTICLE HEADINGS

The article headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this agreement.

31. TRANSPORTATION

Employees that use their car on Employer business must purchase business insurance coverage for which they will be reimbursed by the company for the business portion.

The employee will also receive the current company rate per kilometre for business mileage driven.

32. EQUIPMENT MAINTENANCE AND SAFETY

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any equipment that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this agreement where employees refuse to operate such equipment.
- (c) A form shall be supplied to employees on which to report defects in equipment with sufficient copies so that the employee may retain a copy. Such equipment shall not be operated until the defect has been rectified.
- (d) The Employer shall not require any employee to operate equipment in a manner which contravenes any statutes, regulations or by-laws.
- (e) If an employee is charged for a violation of traffic laws while working and is found not guilty in court, the Employer shall pay that employee's legal fees and loss of wages while attending legal appointments or court proceedings.

33. CLASSIFICATIONS AND WAGE RATES, ETC.

- (a) The classifications and wage rates for the effective period of this agreement shall be those as set out in Appendix "A" attached hereto and forming part of this agreement.
- (b) Time shall be computed from the time the employee commences his/her day's work until his/her shift is finalized.
- (c) When an employee meets with an accident at work, he/she shall be paid a full day's wages for the day of the accident.
- (d) When an employee temporarily works in a classification that is higher paying than his/her established classification for four (4) consecutive hours or more, the employee shall receive the higher rate for all hours worked in the higher classification.

34. PAID ELECTION TIME OFF

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

35. GENDER

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

36. TOOLS

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

37. MINIMUM STANDARDS

- (a) It is intended that the provisions contained in the Employment Standards Act and Regulations (Act), presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Act such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, then the provision contained in the Act shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.
- (d) If a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the terms of this collective agreement, the Grievance Procedure contained in this collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

APPENDIX "A"
RATES PER HOUR

CLASSIFICATIONS	Effective Current	Effective June 1/05	Effective June 1/06	Effective June 1/07
Lead Hand	\$20.03	\$20.43	\$20.94	\$21.46
Repair Technician	\$16.00	\$16.32	\$16.73	\$17.15
Counter Sales 1	\$16.00	\$16.32	\$16.73	\$17.15
Counter Sales 2	\$14.50	\$14.79	\$15.16	\$15.54
Clerk 1	\$13.80	\$14.08	\$14.43	\$14.79
Clerk 2	\$12.50	\$12.75	\$13.07	\$13.40
Warehouseperson	\$14.00	\$14.28	\$14.64	\$15.01
Packaging	\$11.00	\$11.22	\$11.50	\$11.79

New Hire Rates of Pay

New hires shall receive ninety percent (90%) for the first ninety (90) working days

New hires shall receive ninety-five percent (95%) for the next ninety (90) working days

LETTER OF UNDERSTANDING

BETWEEN: **GREEN BARN POTTERS SUPPLY LTD.**
9548 192ND Street
Surrey, BC V4N 3R9
(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, British Columbia
(hereinafter referred to as the "UNION")

WHEREAS the Employer and the Union have agreed to a Grievance Procedure, as provided in Article 12 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:

- (h) Prior to proceeding to arbitration, the grieving party can request that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by the Employer and the Union. If mutually agreed that the grievance be referred to the Canadian Joint Grievance Panel Inc., 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.
- (i) 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.
- (j) 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.
- (k) The majority decision of The Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canadian Joint Grievance Panel Inc. shall not be used as precedents.
- (l) If The Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph 3 above, the grieving party may proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. or an outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
- (m) Should the parties agree to proceed to Schedule 2 of The Canadian Joint Grievance Panel Inc. they may proceed as outlined in the Rules And Procedures of Schedule 2.
- (n) The Canadian Joint Grievance Panel Inc. shall be governed by

the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2.

- (o) The parties agree that this Letter of Understanding and Schedule 1 and Schedule 2 do and will form part of the collective agreement between the parties and will continue to form part of the collective agreement through successive agreements until mutually changed by the parties.

DATED AT Vancouver, British Columbia, this _____ day of _____, 2006.

ON BEHALF OF THE Employer

UNION

ON BEHALF OF THE

