

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CARPENTER CANADA CO.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2007 - December 31<sup>st</sup>, 2008**

**DON McGILL**

## **Secretary-Treasurer**

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**CARPENTER CANADA CO.**

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This Agreement shall be in full force and effect from and including January 1<sup>st</sup>, 2007, to and including December 31<sup>st</sup>, 2008, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement. Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

For the purposes of the Labour Code of British Columbia the expiry date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Employer.

The operation of Section 50 (2) and (3) of the British Columbia Labour Relations Code is hereby excluded.

### **3. UNION SECURITY**

- (a) All hourly plant employees, which includes truck drivers, shall be required to be a member of the Union as a condition of employment with the Employer.
- (b) The Union recognizes the right of the Employer to hire whomever he chooses, subject to the Seniority provisions contained herein. The Employer shall however give the Union the opportunity to refer suitable applicants for employment.

The Employer further agrees that he shall not employ in any job coming under this Agreement any person who is otherwise fully employed by another Employer, or any sub-contractor.

- (c) The Employer agrees, however, that when he does hire new employees, those employees shall report to the Shop Steward within forty-eight (48) hours of commencing employment and fill in the necessary cards which will be provided by the Shop Steward.

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

- (d) Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon notification from the Union discharge such employee.
- (e) The Employer shall deduct from each employee an amount equal to the Union's dues and initiation fees from the employee's first (1<sup>st</sup>) payroll cheque and add that employee's name and the said amount to the closest applicable

checkoff. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)

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

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the names 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, as well as following the procedure set out in 3 (d) herein.
- (b) All employees referred to above will be required to sign authorization for checkoff of Union dues and initiation fees which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.
- (c) The Employer shall deduct and pay over to the Secretary of the Union any monthly dues and initiation fees 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 (10<sup>th</sup>) day of each following month, and one (1) copy of the checkoff list as above mentioned.
- (d) 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.

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

- (a) The Employer shall allow time off work without pay to any man or woman who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) During an 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 or her from reporting to work, he or she will automatically be granted leave of absence, without pay, until such time as their doctor states they can return to work. Such absence will not exceed one (1) calendar year except by mutual consent of the parties.

In any instance where an employee accepts other employment without the consent of Management, when on leave of absence or vacation for any reason, his or her employment may be terminated, subject to proper proof of same.

- (d) When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (e) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) consecutive days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother-in-law, and father-in-law.

In the case of a sister-in-law or brother-in-law, or grandparents or step-parents, the paid leave shall be limited to one (1) day.

When the employee has to travel in excess of 500 km in one direction to attend the funeral the Employer agrees to grant the employee two (2) extra consecutive days with full pay.

- (f) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.
- (g) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence until such time as his job with the Union ceases, for a period to not exceed one (1) year unless renewed by both parties.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer. However, no legitimate and reasonable request for a leave of absence will be denied.

## **6. SHOP STEWARDS**

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is



a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violations 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 Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof. The Employer will likewise give notice to the Union of twenty-four (24) hours prior to transfer, advancement, layoff, or termination of any Shop Steward.
- (e) Shop Stewards shall be allowed to take up grievances during working hours.

## **7. WORK CLOTHES, UNION PRODUCTS AND SERVICES**

- (a) The Employer shall provide and maintain for each employee, free of charge, the following:
  - (1) A minimum of one (1) pair of coveralls or one (1) smock each week if requested by the employee.
  - (2) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.
  - (3) The Employer shall supply disposable smocks and spats as required in the case of dirty jobs.
  - (4) Rain Gear if required will be supplied by the Employer.
  - (5) New probationary employees shall make their purchases of safety shoes upon being given a start date. The receipt should be turned into personnel. Upon completion of a ninety (90) day probationary period, they shall be reimbursed 50% of the purchase price up to a maximum reimbursement of \$70.00.

Regular employees on the payroll shall be reimbursed after submitting an original purchase receipt. They shall be reimbursed at 50% of cost up to a maximum reimbursement of \$70.00.

Replacement purchases of worn out or damaged shoes must be pre-approved by the employee's Supervisor in order to be eligible for reimbursement. Safety shoes are generally more sturdy and frequent replacement is usually not necessary.

Employees in all departments may participate in the program and, in fact, are encouraged to do so.

- (b) When outside trucking service, vending machines, uniforms, propane gas service, or watchman patrol services are required, the Employer agrees to the principle of using services manned by the International Brotherhood of Teamsters, subject to the service requirements being met and prices being competitive.

## **8. UNION NOTICES**

The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Board.

The following items must be posted on said Notice Board:

- (i) A copy of this Agreement;
- (ii) A valid Seniority list to be revised every six (6) months and a copy to be sent to the Union;
- (iii) Copies of the Employer's Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

## **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. Any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

## **10. PROTECTION OF RIGHTS**

- (a) The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any product or goods from any person, or employees of any person with whom a Union has a legal picket line around or against, or to deliver any product or goods to any person or employees of any person with whom a Union has a legal picket or placard line around or against.
- (b) Subject to the foregoing set out in (a) above, it is mutually agreed that there shall be no strike, lockout, slowdown, or other interruption of work, whether sympathetic or otherwise, during the term that this Agreement shall be in force.

## **11. TRANSFER OF TITLE OR INTEREST**

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.
- (c) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.

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

- (d) The Employer shall not require, as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business.
- (e) In the event that an employee provides a vehicle for use by the Employer, all reasonable costs, including depreciation, to the said employee in connection therewith while such vehicle is actually in use on behalf of the Employer shall be paid by the Employer to the employee in addition to all wages payable hereunder.

## **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 in writing within ten (10) working 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 grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

**STEP II**

Should a solution not be reached in Step I then the employee, accompanied by the Shop Steward shall discuss the matter with the Branch Manager.

**STEP III**

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

If no solution is reached, then the grieving party may submit in writing its contention on the dispute. The other party shall reply in writing within fourteen (14) days. Failure to respond or failing settlement of the dispute at this stage may cause the matter to be submitted to Arbitration as set out herein.

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

**STEP IV**

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.

If either party fails to appoint their nominee, the other party who has appointed its nominee may apply to the Labour Relations Board to appoint a nominee on behalf of such party.

## **STEP V**

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

- (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 a Board of Arbitration.
- (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 rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.

The Board of Arbitration shall have the power to determine whether a particular issue is arbitrable under this Agreement.

The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 22 (b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

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 discharge or suspension, shall upon request be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- (f) If any adverse statements are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the adverse statement. In any case, eighteen (18) months from the date of occurrence, such adverse statements shall be deleted from the employee's file.

### **13. JOB POSTING, ETC.**

- (a) In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a particular job, giving details of the job, rates of pay, etc. Employees desiring such job shall then apply in writing within thirty-six (36) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the section above, shall receive such job.
- (b) Any employee promoted to a different classification shall be allowed a reasonable period of trial up to sixty (60) days, and if found unsatisfactory shall be given the opportunity of going back to his former position without loss of seniority.
- (c) Whenever there is a significant change in job content or working conditions, the Employer will meet with the Union to 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.
- (d) Where the vacancy is a new job not heretofore done in the establishment, the Employer may establish a rate for such job. If the Union disagrees with such rate, same shall be settled by Arbitration as set out herein.

### **14. TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE**

- (a) If the Employer proposes the introduction of equipment, other than delivery trucks, in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer; cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test.
- (b) The Employer agrees to notify the Union with respect to the introduction and installation of any and/or new equipment in the provisions of (Bill 84) Labour Relations Code.
- (c) The Employer agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or accepting a layoff.
- (d) Full time employees with two (2) or more years of service whose employment is terminated as a result of (a) technological change, or (b) closure of the whole or any part of the operation or (c) loss of business shall receive termination pay of one week's pay for each year of service with the Employer,

with a maximum of sixteen (16) weeks, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for just cause.

Once an employee accepts his termination pay, he shall no longer be considered an employee of the Employer.

- (e) It is further agreed that when an employee goes off work as a result of:
- (i) An industrial accident on the job or a proven accident or sickness which lasts more than 6 months or which an independent medical authority states will prevent work for more than 6 months, or
  - (ii) Election or appointment to a full time Union position which will last for more than 6 months;

at the discretion of the employee he may terminate his employment immediately and be paid the above agreed termination pay, or he may remain on the seniority list for one (1) year and if he has not returned to work by the end of that period he shall be paid the above agreed termination pay at that time.

- (f) Termination pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months at which time he shall be paid the above agreed termination pay.

Notwithstanding the above, termination pay may be paid prior to the end of the six (6) month period by mutual agreement between the parties.

## **15. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All employees covered by this Agreement shall be paid not less frequently than on a weekly or bi-weekly basis all regular wages and overtime earned by such employees to a day not more than seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day, with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half (1 ½) or double time), the rate of wages applicable, and all deductions made from the gross amount of wages.
- (c) When there is an error of short payment, this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer is notified of the error, providing, however that amounts less than \$75.00 will be paid on the next pay day.

## 16. ANNUAL VACATIONS

- (a)
  - (i) No later than January 1<sup>st</sup> of each year the Employer shall post a vacation list. No later than February 1<sup>st</sup> every year each employee in order of seniority shall apply for his or her vacation.
  - (ii) In the event of a seasonal shutdown, if insufficient employees volunteer to work as the skeleton staff, the Company shall schedule those to work in each position by reverse seniority.
  - (iii) If insufficient employees volunteer to take vacations or leaves of absence during the shutdowns, the Company shall schedule vacations or lay-offs by reverse seniority, on such list.
  - (iv) Unless mutually agreed upon by the employee and the Company, it shall be mandatory for all employees to take their vacations annually between January 1<sup>st</sup> and December 31<sup>st</sup> and there shall be no banking of vacations between one vacation year and another, nor shall employees receive vacation pay and continue working. The Employer shall have the right to determine the maximum number of employees on a job to send on vacation at any one time.
  - (v) Once such a list is completed it shall not be altered except by mutual consent of both parties.
- (b) An employee's anniversary date of original hiring shall be used as the date to calculate an employee's vacation entitlement and payment.
- (c) Employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks' vacation.
- (d) Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) consecutive weeks' vacation.
- (e) Employees who have previously completed or subsequently complete eight (8) years as an employee shall receive four (4) consecutive weeks' vacation.
- (f) For purposes of determining a calendar year's employment to qualify an employee for vacations, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. If less than fifteen hundred (1500) hours are worked, the percentage only shall apply.
- (g) Part time employees shall be entitled to vacations based on the calendar years of service they have with the Employer, regardless of the hours they work in each or



any calendar year during this employment. Their vacation pay shall only be calculated on the percentage basis and entitlement as set out in (i) herein.

- (h) At each pay period, the Employer shall place to each employee's vacation account an amount equal to four point two percent (4.2%), or six point three percent (6.3%), or eight point four percent (8.4%), as the case may be, of his gross pay for the pay period. The employee is entitled to know the amount accumulated in his vacation fund at any time.
- (i) In the event that an employee leaves the employ of the Employer he shall receive the total amount accumulated in his vacation account.
- (j) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, the gross amount of pay on which the vacation pay was calculated, including all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also a separate cheque for the vacation pay accumulated in the employee's vacation account.
- (k) In the event that there is an error of short payment of seventy-five dollars (\$75.00) or more, this shall be corrected and any monies owing be paid within two (2) working days after the Employer has been notified of the error. Errors of less than seventy-five dollars (\$75.00) will be corrected on the next pay day.

**17. GENERAL HOLIDAYS**

- (a) It is agreed that all employees who have been employed by the Employer for fifteen (15) working days in the thirty (30) calendar days immediately preceding a General Holiday shall receive the following General Holidays with pay, based on eight (8) hours at their applicable rate; plus any shift premiums he would normally be entitled to:

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

provided the employee works the whole shift immediately prior to and the whole shift immediately following the holiday. However, an employee who is away part or all of the shift prior to or immediately after a Holiday, but not both, because of:

- (1) verified illness;
- (2) accident;
- (3) layoff;
- (4) leave of absence approved by Management;

- (5) Jury Duty, or
- (6) compassionate leave;

shall receive the Holiday benefits outlined above.

- (b) Each year each employee who has completed three (3) months or more of service shall be entitled to two (2) guaranteed General Holidays with pay at his current rate, these holidays can be Floating Holidays at a time mutually agreed to between the Employer and each employee. If they are unable to agree on the dates, the decision shall be the Employer's provided it is in conjunction with employees regular days off.
- (c) The Employer agrees that if during the life of this Agreement, either the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

#### **18. SEPARATION OF EMPLOYMENT**

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer within forty-eight (48) hours of discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6<sup>th</sup>) day in full all monies owing him/her by the Employer.

#### **19. SENIORITY**

- (a) There shall be one (1) Seniority list which shall include all classifications of work regardless of department.
- (b) The Employer shall immediately, and every six (6) months thereafter, supply the Union with a Seniority list setting out the name, classification and date of employment of all employees regardless of how long they have been employed or how many hours they work. Persons employed for vacation relief work only shall not accumulate seniority. A copy of this list will also be posted on the Bulletin Board as per Article Eight (8).

- (c) **Layoffs**

Layoffs and re-employment shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.

If any employee is improperly laid off and a less senior employee is kept working during such layoff, the senior

employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay, and overtime, if involved.

(d) **Probationary Period**

A probationary period of ninety (90) days worked shall apply in the case of new employees before seniority commences. After completion of the probationary period, regular full time employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.

(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 scheduled at least twelve (12) hours after being in contact with the Employer, except in cases of verified illness or for other just reason, or
- (iv) After a layoff, fails to report for work for five (5) working days after being recalled by confirmed delivery of a letter.

Any employee who has been laid off due to lack of work shall have the right to remain on the Seniority list as per Article 14.

- (f) The Employer agrees, when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and seasonal employees for available work, provided said senior employees can perform the work available.
- (g) If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.
- (h) Employees hired for a temporary period to replace regular full time employees absent on leave (i.e. illness, compensation, vacation, etc.) shall not accumulate seniority.

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

- (a) The standard working week shall be Monday to Friday inclusive.
- (b) Each employee is guaranteed the standard work day of eight (8) hours. Except in the event of no work or an unexpected shutdown each employee shall be guaranteed two (2) hours work each day provided he/she commences work at the start of his/her shift.

- (c) Each shift shall be between the hours of 5:00 A.M. and 5:00 P.M. with a lunch break not to exceed three-quarters ( $\frac{3}{4}$ ) of an hour.
- (d) Should extra shifts be required, they shall consist of eight (8) hours of work with an unpaid lunch break (mid-shift) of one-half ( $\frac{1}{2}$ ) hour. Rest breaks of fifteen (15) minutes uninterrupted shall be given to each employee, with pay, one (1) in each half of his shift. The "afternoon shift" will begin between 1:30 p.m. and 3:30 p.m. and end between 10:00 p.m. and 12 midnight and the "night shift" will begin between 7:30 p.m. and 9:30 p.m. and end between 4:00 a.m. and 6:00 a.m. Employees working afternoon or night shifts shall receive a shift differential of fifty cents (50¢) per hour for each hour worked in addition to the employee's assigned regular rate of pay.

No one will be expected to work alone in the Plant at any time without another employee or other Company personnel present. When machinery is in operation there must be another employee from the bargaining unit or other company personnel present.

When two (2) employees are working together and due to sickness or accident one employee is required to leave the plant, the other employee may also leave provided there is no work available which can be safely performed.

In the event the second employee must leave, such employee shall receive pay for actual time worked or two (2) hours at the appropriate rate, whichever is greater.

- (e) When shift work is in operation, it is agreed that all employees affected shall rotate every two (2) weeks or whatever other arrangements or system may be agreed by the employees so affected and the Employer.
- (f) **Overtime**
  - (i) An employee who works in excess of eight (8) hours in a shift shall be paid one and one-half times the employee's regular wage for the time worked in excess of eight (8) hours and double (2x) the employee's regular wage for any time worked in excess of twelve (12) hours in a shift.
  - (ii) All work performed on the sixth (6<sup>th</sup>) day of work (i.e. the sixth (6<sup>th</sup>) day being in excess of the standard work week Monday to Friday) shall be paid at time and one-half (1 $\frac{1}{2}$ ).
  - (iii) All work performed on the seventh (7<sup>th</sup>) day of work shall be paid at the rate of double time.

- (g) **Lunch Breaks and Coffee Breaks**

Lunch breaks shall be scheduled for each employee and shall not be interrupted. Rest breaks of fifteen (15) minutes uninterrupted shall be given to each employee, one (1) in each half of his shift. If however, to expedite customer service any employee is requested to work during his break, he shall do so and shall be given an extra ten (10) minute break with pay.

- (h) When overtime is scheduled by the Employer each employee shall be given a fifteen (15) minute coffee break after thirty (30) minutes of overtime worked. After each and every subsequent two (2) hour period of overtime work, each employee shall be given a meal break of one-half ( $\frac{1}{2}$ ) hour without pay. At the end of the first such two (2) hours overtime worked, each employee shall receive a meal allowance of eight dollars (\$8.00) to be paid weekly with employee's regular pay at gross amount. No deductions and not reported on regular income.
- (i) When overtime has been scheduled by the Employer and employees have been so advised, then the Employer cancels the schedule, each employee so affected shall receive two (2) hours pay to compensate for his inconvenience (i.e. babysitter arrangements, etc.).
- (j) When an employee has been called out from home for overtime work, he shall receive a minimum of four (4) hours pay. Likewise, if an employee goes to work and no work is available, he shall receive four (4) hours pay at his hourly rate.
- (k) Overtime shall be distributed evenly amongst those employees who normally perform the work. Seniority will determine who is asked to work the overtime. That is overtime shall be voluntary down the seniority list and mandatory up the seniority list until the Company's needs are met. Employees may for legitimate reasons (i.e. illness/or prior commitment) be excused from working overtime.
- (l) Stock taking shall be done by members of this bargaining unit, and other members of the staff only.

## **21. COMPENSATION COVERAGE**

- (a) When an employee is injured at work and goes on Compensation, he or she shall, when the Compensation Board signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week, to see if he or she is able to do the job he or she held at the time of the injury.
- (b) If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two

(2) weeks' notice. This Section is subject to the Grievance Procedure.

- (c) Any employee hired to replace an employee off on Compensation shall not accumulate seniority, subject to the return of the employee on Compensation, and shall be subject to dismissal upon return of the employee he is replacing, unless another opening is available for him.
- (d) If an employee is placed in a lower category on his return to work after having been on Compensation, and it is proven that his accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified job rate of pay he held at the time of the injury.
- (e) **Company/WCB Back to Work Program**

The parties agree to participate in the Company/WCB Back to Work Program. The duration of the employees modified work replacement must be established at the time the employee enters the program.

All modified work replacement will be strictly on a temporary basis to a maximum of three (3) months or may be extended by mutual agreement between the Employer and the Union.

## **22. SAVINGS CLAUSE**

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

## **23. INSPECTION PRIVILEGES**

An authorized Agent of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working

conditions and ascertaining that the Agreement is being adhered to. The Agent shall check in with the Office upon arrival. Such visits shall not be disruptive to the operating of the Plant. Company rules concerning the conduct of the visitors shall apply.

**24. SANITARY FACILITIES, ETC.**

- (a) The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and waterless 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) Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings.
- (c) The Warehouse and Office shall be adequately heated and ventilated.

**25. SAFETY AND HEALTH**

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits shall be provided.

Any employee suffering any injury or employment induced illness while in the employ of the Employer must report to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the Employer.

- (b) Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein shall have the right to speak to his or her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.

(c) **First-Aid**

In the event of an employee becoming ill during his shift, the employee shall report directly to the Supervisor stating his illness, and if the employee wishes to go home or to a doctor due to such illness, permission to do so will be granted by the Supervisor and shall be so entered into a record book. No person shall refuse the right to any employee to go home or to a doctor due to any illness or injury.

(d) **Allergy or Recurring Illness**

If an employee suffers from an allergy or a recurring illness, the employee shall furnish a medical letter to that affect, and such letter shall be kept on file in the office.

- (e) If an employee in the bargaining unit is designated as a First-Aid attendant, he shall have at least a St. John's Ambulance Certificate and they shall receive an additional \$8.00 per week for so acting.
- (f) Failure to comply with Company safety policies and procedures shall be grounds for disciplinary action up to and including discharge for just cause.

**26. BONDING**

If, at any time, the Employer requires an employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer, and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

**27. MANAGEMENT**

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, and to fire for cause, discipline for cause, promote as set out in this Agreement, demote for cause, or layoff employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of products and the methods of processing and means of production and handling, to make rules and regulations which are not contrary to this Agreement nor discriminatory in nature.

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

**28. WELFARE PLAN**

- (a) The Employer shall provide the following Health and Welfare Plans covering members of the Union from time to time employed by the Employer, subject to the following eligibility conditions:
  - (1) Any eligible member of the Union who is hired by the Employer shall join the Health and Welfare Plan on the 1<sup>st</sup> day of the month after the completion of three (3) months of continuous service.
- (b) The Plan shall provide the following benefits:
  - (1) Group Life Insurance of \$25,000.00 with a Company licensed to operate in British Columbia.



(2) Non-occupational accidental death and dismemberment coverage for loss within ninety (90) days of the accident of: life, limb or sight according to the following schedule:

Loss	of
life.....	.....
.....\$25,000.00	
Loss of both hands or both feet or sight of both eyes.....	\$25,000.00
Loss of one hand and one foot .....	\$25,000.00
Loss of one foot and sight of one eye.....	\$25,000.00
Loss of one hand and sight of one eye.....	\$25,000.00
Loss of one hand or one foot or sight of one eye.....	\$ 25,000.00

(c) The B.C. Medical Plan coverage and also the Extended Health Care Plan coverage provided by B.C. Medical Services Association and C.U. & C. covering members of the Union and their eligible dependents.

The present Policy on Major Welfare items shall be maintained by the Employer as per Policy, however, on the B.C. Medical and Extended Care an employee on lay-off shall remain covered for a period of six (6) months. The employee shall repay the full premium paid on his behalf by means of Employer recovery of same after the lay-off from that employee's wages or the deduction of same from any severance pay at the end of the six (6) month period.

(d) Non-occupational Weekly Indemnity coverage commencing on the first (1<sup>st</sup>) day of necessary absence from work due to an accident incurred off of the job and on the fourth (4<sup>th</sup>) day of necessary absence from work due to sickness, continuing for a maximum of fifteen (15) weeks during any period of disability on the following scale: Weekly Benefits of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of regular weekly earnings up to a maximum benefit equal to the current maximum E.I. benefit. Periods of disability from the same cause shall be considered as separate periods of disability provided they are separated by a return to active employment with the Employer for at least two (2) weeks.

(e) E.I. Weekly benefits from the fifteenth (15<sup>th</sup>) to the thirtieth (30<sup>th</sup>) week.

(f) Non-occupational monthly income insurance commencing on the thirty-first (31<sup>st</sup>) week and continuing for two (2) years for the same job or for life or to age sixty-five (65), whichever comes first, if unable to engage in any occupation or employment for remuneration or profit for

which he is reasonably suited by reason of education, training or experience on the following scale:

Sixty-five percent (65%) of the first \$500.00 of monthly regular earnings plus,

Fifty percent (50%) of the next \$1,000.00 of monthly regular earnings.

- (g) (i) A Prepaid Dental Plan carried by C.U. & C. or equal which provides 100% payment of all basic dental treatment, 50% payment of prosthetics including crowns, bridges and dentures and 50% payment for Orthodontics (the description of the benefits and coverage and eligibility will be provided in the brochure issued to all employees).
  - (ii) Deductions, if any, and contributions for new employees for dental coverage under the Dental Plan shall be made during the second month of employment for coverage to commence on the first (1<sup>st</sup>) of the month following completion of two (2) months employment, unless such person is entitled to immediate coverage due to having been covered by a comparable dental plan not more than thirty (30) days prior to being employed.
- (h) Save as hereinafter provided, all persons who are employees under this Agreement must be covered by all the provisions of this Welfare Plan including the Sick Leave Savings Plan.

**EXCEPTIONS:**

- (1) Married employees who, in writing, furnish proof satisfactory to the Employer of Medical coverage elsewhere by their spouse. It is understood that acceptance of such proof by the Employer will exempt such employee and further that the employee so exempted will have waived all claims arising out of the Medical provisions provided herein.
- (2) Should the coverage, provided elsewhere lapse, then such married employees shall forthwith apply for coverage hereunder.  
  
Having applied for exemption, and having been exempted, the onus of applying for coverage at a later date is entirely upon the married employee.
- (3) The same procedure shall apply as herein set out for Medical coverage in respect to coverage under the Extended Health Care Plan.
- (4) Part time employees and employees hired for a temporary period to replace regular full time employees absent on leave (i.e. illness, compensation, vacations, etc.) shall not be covered by these Welfare Plans.

- (i) The cost of the premiums payable for the Welfare Plans which are: Life, A.D. and D., Weekly Indemnity, Long Term Disability, Extended Health, Dental and B.C. Medical shall be shared on the basis 85% by the Employer and 15% by each covered employee.
- (j) The Employer shall see that each employee immediately he commences work for the Employer shall fill in all the required Welfare Plan cards and submit them to the appropriate insurer as soon as possible.

Any failure to fulfill this obligation shall make the Employer liable for any incurred bills or expenses of any employee who is not covered when he should be.

- (k) The Employer agrees to pay to regular full-time employees employed continuously for three (3) months as follows:

The Employer shall on behalf of each regular full-time employee covered by this Agreement pay an amount equal to 2.6% of each regular full-time employee's gross earnings for each pay period. These monies to be paid no later than each pay day.

- (l) A copy of all Health and Welfare Plans, giving details of benefits and exceptions, shall be deposited with the Union upon the signing of the Agreement.

## **29. 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.

## **30. TRANSPORTATION**

No employee shall be required to use his car on Employer business.

## **31. MEDICAL EXAMINATIONS**

- (a) Any medical examinations requested by the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

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

- (1) If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
  - (2) If the medical examination is taken after working hours, or on Saturdays, the employee shall be paid three (3) hours pay at straight time rates of pay.
- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
    - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.

- (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
  - (iii) The findings of the consultant shall be final and binding upon all parties.
  - (iv) The remuneration of the consultant shall be borne by the Employer and the Union.
  - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.
- (c) In addition to the above procedure on Employer required medical examinations, the Employer agrees that where any employee who drives a motor vehicle in the course of his employment coming under Sections 1 to 5 of the Motor Vehicle Classification licences, is required by any agency, insurance or whatsoever to take a medical examination to verify his right to drive such motor vehicles coming under the aforesaid Sections 1 to 5 or to obtain an Air Ticket, the Employer hereunder shall, where same is not paid for by any part of the Welfare Plan under which the employee is covered, pay for such medical examinations.

### **32. TRUCK MAINTENANCE AND SAFETY**

It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management, and in respect thereto the Employer agrees to the following:

- (a) The Employer shall not require employees to take out on the streets or highways any vehicle 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.
- (b) All trucks owned or leased by the Employer must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes and shall also be fitted with safety belts if required by the driver of any vehicle.
- (c) It is agreed between the Employer and the Union, having regard for the safety and driver health factor, that all

units shall have adequate heaters, windshield wipers and defrosters installed.

- (d) No drivers shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas and oil or to see it is in proper operating condition, nor in driving his vehicle to the proper place of maintenance and parking. This shall not apply to changing of flat tires when away from the plant.
- (e) It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Employer will have a copy of this report on file.

When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Employer's responsibility to supply such tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed, and shall be removed by the outgoing driver.

Failure of any employee to properly follow the reporting/tagging/marking procedure shall be considered a safety violation, subjecting the employee to appropriate disciplinary action. The Employer will post and explain the safety procedures.

- (f) The Employer shall not compel any Driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the police or at the scales and is fined, the Employer shall pay such fines. In addition thereto if a Driver is stopped by the Police or held up at scales due to overloading or any other reason involving the equipment and that driver is working on other than a hourly rate, he shall be paid for all such time on the basis of the working time rate of pay.
- (g) If a driver is charged improperly 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. However, if the employee is found guilty, he shall pay his own legal fees, and not be entitled to wages lost.

### **33. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications, job descriptions 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 day's work until he is released from duty by the Employer.

- (c) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever in regard to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay for that day.
- (e) When an employee is temporarily removed for more than four (4) hours in a regular shift from his regular work and placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for the entire shift, and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- (f) Each employee hired under a specific classification shall immediately he commences work be paid the rate for that classification and no employee shall be paid less than the rate as set out in this Agreement for such classification.

**34. SOLICITATION OF FUNDS**

There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own accord if they desire or not to contribute.

**35. PAID ELECTION TIME OFF**

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

If there is any doubt in the Employer's mind as to just what the intent of the applicable Section is, he may contact the Union for a copy of same.

**36. GENDER**

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

**37. TOOLS**

- (a) 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.
- (b) Employees shall not bring to the workplace or use any tools not provided by the Employer, nor shall employees make tools in any fashion for use at the work site.

**38. RETROACTIVITY**

The Employer agrees that the wage rates effective as of January 1<sup>st</sup>, 2007, shall be retroactive from that date for all hours worked subsequent to December 31<sup>st</sup>, 2006, by each person.

Such retroactivity will be paid within thirty (30) days of the signing of this Agreement.

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

DATED AT Vancouver, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**APPENDIX "A"**

**RATES PER HOUR**

<b>CLASSIFICATION</b>	<b>EFFECTIVE JAN 1/07</b>	<b>EFFECTIVE JAN 1/08</b>
Operator	\$18.39	\$18.80

New Operators will be paid in accordance with the following progressive scale:

- 0-6 months - 75% of the regular rate
- 0-12 months - 86% of the regular rate
- Over 12 months - Regular rate

New employees will contribute to the Welfare Plan on a 50-50 basis, Employer/employee, for a period of six (6) months before progressing to the 85-15 basis, Employer/employee.

Probationary employees will receive ten percent (10%) less than the start rate during their probationary period.

**Driving Premium**

Employees, who accept driving duties, shall be paid a premium of forty-five cents (45¢) per hour while driving a company truck. Effective January 1<sup>st</sup>, 2008 the premium shall increase to forty-six cents (46¢) per hour.

The premium shall be considered part of the employee's hourly wage rate for the purpose of determining the appropriate rate of pay when working overtime.

The premium shall increase by the same percentage as the wage rates in future negotiations when renewing this collective agreement.