

THIS AGREEMENT made as of the **29th day of April, 2008.**

BETWEEN:

WESTBURNE ELECTRIC SUPPLY (BC), a Division of Rexel Canada Electrical Inc., a company incorporated under the laws of the province of British Columbia and having an office and place of business at 716 Enterprise Avenue in the Municipality of Kitimat, B.C.,

(Hereinafter referred to as the “Company”)

OF THE FIRST PART

AND

THE CANADIAN AUTO WORKERS LOCAL 2303

(Hereinafter referred to as the “Union”)

OF THE SECOND PART

WHEREAS:

- a) The union has pursuant to order of certificate, issued by the Labour Relations Board dated the 25th day of June, 1993, been certified as the trade union for all of the employees of the company at 716 Enterprise Avenue, Kitimat, British Columbia, exclusive of office staff, **District Manager, Branch Manager, Outside Sales People** and those excluded by the Industrial Relations Act.
- b) The company and the union have agreed to enter into a contract to establish orderly collective bargaining between the company and the union for a term of thirty-six months on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the covenants and agreements herein set forth and provided for, the parties hereto respectively covenant each with the other as follows:

DEFINITIONS:

1. As used in this Agreement, the word “bargaining unit,” means all the employees of the company, exclusive of office staff, **Customer Service Manager** and **District Manager, Branch Sales Manager, Outside Sales People** and those excluded from the union membership by virtue of the provisions of the Labour Relations Act.
2. As used in this Agreement, the word “employees,” means those employees in the bargaining unit.

ARTICLE 1 - RECOGNITION

1. The company recognizes the union as the sole collective bargaining agent for all the employees of the company located at 716 Enterprise Avenue in Kitimat, British Columbia; save and except office staff and **Management and Outside Sales People** and those excluded by the Labour Relations Code. No staff employee of the company shall perform any work normally performed by a member of the bargaining unit as defined in definitions #1 and #2 of the collective agreement except where customer service would be in jeopardy.

The intent of the definition when “customer service would be in jeopardy” is the following:

1. The bargaining unit members are otherwise occupied in the performance of their duties and the customer could not be responded to otherwise.
2. Not on a scheduled or regular basis.
3. Not on overtime hours except when the bargaining unit members are not available.

ARTICLE 2 - MANAGEMENT RIGHTS

1. The management control the operation of the company’s business and the supervision, direction and promotion of the working forces including, but not limited to the right to hire, suspend or discharge to enlarge, combine, decrease, divide, transfer or rearrange departments, job classifications, job descriptions and to make and enforce company rules, and the right to relieve employees from duty because of lack of work or other legitimate reasons, to designate the type of work for an employee, where he shall work and other management’s rights are vested exclusively in the company, subject only to the terms of this Agreement. Provided that a claim by an employee that the company has exercised its rights in an unjust or discriminating manner or by an employee who has acquired seniority that he has been unjustly disciplined, suspended or discharged may be the subject of a grievance and dealt with as hereinafter provided.

2. The local **Customer Service Manager or Branch Sales Manager** may assist bargaining unit employees in their work.

ARTICLE 3 - RELATIONSHIP:

1. There shall be no discrimination, harassment, or intimidation by supervisors, managers, or other agents of the company against any employee because of the employee's membership or non-membership in the union, or by virtue of his holding office in the union.
2. The union agrees that neither its officers nor its members, nor persons employed directly or indirectly by the union will discriminate against or intimidate employees, nor will it solicit members during working hours.
3. The union agrees that neither it nor its members nor employees represented by it shall carry on any union activity not authorized by this contract during working hours in or on the company premises, nor intimidate any employee in regard to his work.
4. This agreement shall be applied to all employees without discrimination.
5. Employees will be allowed access to their personal files upon request for perusal and photocopying.
6. Employees will only be disciplined or directed by his/her **Customer Service Manager** or designate.
7. No harassment or discrimination will be deemed to have occurred unless the alleged harasser has been put on notice by the alleged victim(s) that alleged harassers actions or words are unacceptable and must stop.
8. Disciplinary Actions

The Company has the right to discipline or discharge employees for just and reasonable cause.

The disciplinary record of an employee, including letters of reprimand or warnings, shall not be used against him/her at any time after twelve (12) months. Those records dealing, directly or indirectly with disciplinary incidents will not be used to justify further discipline after twelve (12) months discipline free.

In cases involved suspension, the disciplinary notice will remain on the employee's file for twenty-four (24) months and will not be used after that period provided no other discipline has occurred during that time.

The presence of a Shop Steward is mandatory at any meeting during which the employee is disciplined or any meeting leading to discipline.

* This clause pertains to potential disciplinary meetings between a supervisor and his/her employee. The clause does not pertain to normal interaction between a supervisor and his/her employee with respect to job instruction, questions relating to work performance or other matters that will not be used as part of the disciplinary process.

ARTICLE 4 - DEDUCTION OF UNION DUES

1. The company agrees to provide for the deduction of regular union dues as appropriately certified to the company by the union through payroll deduction and will forward same to the National Secretary-Treasurer of the Canadian Auto Workers by cheque payable to the National Secretary- Treasurer once per month.
2. All employees in the bargaining unit who at the time of signing of this Agreement will have deductions of union dues made and will continue to have such deductions made.
3. As a condition of employment, all employees covered by the terms of this Agreement will be required to complete the dues authorization form as attached and marked Appendix "A" hereto and deductions will be made by the company in the first month and each subsequent month and such employee shall be required to become and remain a member of the union as a condition of employment within 31 days from the date of employment.
4. The union agrees that there shall be no liability on the part of the company for the collection of any unpaid dues which may be due the union from an employee, who because of absence from work or termination of employment, has no wages payable to him at the regular time for dues collections. The union shall indemnify and save the company harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of action taken or not taken by the company in reliance upon, dues check-off authorization forms furnished to the company by the union or by an employee; for the purpose of complying with any of the provisions of this Article.

ARTICLE 5 - STRIKES AND LOCKOUTS

1. During the term of this Agreement, the company agrees there shall be no lockout and the union agrees that there shall be no strike, slowdown, or other stoppage of or interference with work.

ARTICLE 6 - HOURS OF WORK

- a) The standard workweek shall be forty hours and eight hours shall constitute a standard workday, Monday to Friday inclusive. It is agreed by the union that this definition of the standard work week and work day shall not be construed or interpreted as a guarantee of the company of a specific number of hours of work per week or per day.
- b) The company reserves the right to schedule such work weeks and work days as in its discretion its business requires. Each employee will be expected to perform overtime work as requested by the company at annual stock taking. The company agrees to equalize overtime as far as reasonably practical among those employees in the classifications, which normally perform such work in a particular work centre.
- c) Eight (8) hours shall constitute a normal working day. The normal working day shall be between the hours of 7:00 a.m. and 5:00 p.m. Due to the company's type of business, it is recognized that change in such schedules starting and stopping times may from time-to-time be necessary.
- d) The company will give one (1) weeks' notice in writing of any change to the scheduled starting and stopping times.
- e) Any changes to the hours as stated above shall be by mutual agreement after discussion between the parties to this Agreement.

JURY DUTY:

- a) The company shall continue to pay an employee whose absence is due to serving Jury Duty or when summoned to be a witness, for a period of ninety (90) days, provided however, that all sums received by way of payment for Jury Duty or as a witness, shall be payable to the company, to the end that no employee shall receive both his regular applicable rate and Jury Duty pay.
- b) It is agreed that employees must make themselves available for work when not required to be in attendance as jurors or witnesses.

BEREAVEMENT LEAVE:

The following guidelines have been set for employees who require paid time off work in the event of a death of a family member. The number of days indicated below refers to **successive** working days:

- a) In the event of the death of a spouse, parent, or child, the employee is entitled to five **successive** days paid bereavement leave.
- b) In the event of the death of a sibling, mother-in-law, father-in-law, or grandchild, the employee is entitled to three **successive** days of paid bereavement leave.
- c) In the event of the death of a grandparent, brother-in-law, or sister-in-law, the employee is entitled to a two **successive** days paid bereavement leave.

- d) In the event the service is outside of the Pacific Northwest area (more than 500 KM), the employee will be granted one extra day with pay.**

If an additional leave of absence without pay is required, employees should speak with their immediate Supervisor/Manager.

BIRTHING DAY:

A leave of absence for eight (8) hours with earnings maintained shall be granted to an employee to be in attendance at the birth of his child excluding Saturdays, Sundays, Statutory Holidays and Vacations.

ARTICLE 7 - OVERTIME:

1. Overtime will be divided as equally as possible among the employees in the bargaining unit who would normally perform such work.
2. An overtime rate of 1½ times the regular rate will be paid for the first two hours of approved overtime and two (2) times the regular rate of pay for all hours worked after. All scheduled overtime hours worked on Sundays shall be paid at two (2) time the regular rate excluding call-ins.
3. Where overtime preceding or following the employee's normal shift goes beyond two (2) consecutive hours, the employee shall be provided with a hot meal. The time spent eating such meal shall not exceed thirty (30) minutes and shall be considered time worked.

An employee shall have the option of receiving cash in lieu of a hot meal as per the following table:

Overtime in excess of two (2) hours, but less than four (4) hours will be \$12.50.

Overtime in excess of four (4) hours will be \$18.00.

The employer will permit employees to accumulate overtime credits as a result of having worked authorized overtime, such overtime credits to be compensated for with time off with pay in lieu of pay for overtime, subject to the following conditions:

- a. Such accumulation shall not exceed a maximum of five (5) working days per vacation year,
- b. time off in lieu must be taken during the current vacation year in which such accumulation is earned with no carry over from year-to-year, notwithstanding the foregoing, if mutually agreed upon, time off in lieu may be extended to the end of the first quarter of the following year,
- c. time off in lieu shall be taken at the next mutually agreeable time between the employer and the employee, the employee will request two dates and management will agree to one

within ten (10) days of the request provided no other leave of absence or vacation has been scheduled,

- d. accumulated overtime credits shall be accrued on the appropriate premium basis.
5. An employee called into work after his designated stopping time shall receive a call-in premium of two (2) hours at time and one-half (1½) his regular hourly rate and, in addition, shall be paid for all hours worked at the appropriate overtime rate which may be applied to the overtime bank. The employer guarantees a minimum of one (1) hour for time worked at the appropriate overtime call-in rates for time worked.
6. **If called in for overtime by management while the employee is on vacation, the employee will be paid at the double time rate. The District Manager will need to approve the payment.**

ARTICLE 8 - VACATIONS:

1. All employees who, one week prior to a scheduled vacation period, have:
 - a. One (1) year or more service with the company shall be given **ten (10) days** vacation with pay. Vacation pay will be normal weekly earnings for each week of entitlement.
 - b. Three (3) years or more service with the Company shall be given **fifteen (15) days** vacation with pay. Vacation pay will be normal weekly earnings for each week of entitlement.
 - c. Five (5) years or more service with the Company shall be given **twenty (20) days** vacation with pay. Vacation pay will be normal weekly earnings for each week of entitlement.
 - d. Fifteen (15) years or more service with the company shall be given **twenty five (25) days** vacation with pay. Vacation pay will be normal weekly earnings for each week of entitlement.
 - e. **Unused vacation entitlement for the previous year must be used by March 31st of the following year.**
2. Vacation period will be decided on a seniority write-up basis until March 31st each year. After such date, scheduling or vacation will be on a first come, first serve basis. Each employee will be given an opportunity in order of seniority to indicate his preference for vacation period, provided it does not interfere with the efficiency of the company.

3. Vacations will normally be limited to **ten (10) working days** in one unbroken block and must be taken within the calendar year. Management may allow these restrictions to be waived for special circumstance.
4. If a holiday which is subject to the provisions of Article 10 occurs during an employee's vacation, it will not be counted as part of his vacation and the employee will receive an extra day's vacation with pay.
5. Where an employee's employment terminates before he becomes entitled to an annual holiday, the company shall on the termination of his employment pay to the employee, in addition to any payments accruing to him for his services, an amount equal to four percent (4%) of the total wages and salary of the employee during the period of his employment.
6. Where an employee has not earned an annual holiday and where his employment with the company has not terminated, the company shall in lieu of an annual holiday, pay to the employee, notwithstanding that he has not earned an annual holiday, an amount equal to four percent (4%) of his wages and salary.

ARTICLE 9 - LEAVES OF ABSENCE

1. An employee shall be granted a leave of absence (not to exceed one month) upon written request to the senior management subject to the following conditions:
 - a) The employer shall be given a minimum of thirty (30) days written notice,
 - b) the employee involved shall not have had a leave of absence pursuant to this paragraph within the twelve (12) months prior to this request,
 - c) there shall be no more than one (1) employee within the bargaining unit on leave of absence at any one time,
 - d) there must be a minimum fourteen (14) day period from the time one employee returns until another is permitted to go on leave, or this time period can be extended to a maximum of 30 days for legitimate business reasons which shall be defined provided: adequate staff is in place and it does not adversely affect the business.
 - e) the written request shall state the period of the leave of absence and the reason therefore. The leave of absence shall be allowed if mutually agreed upon and there is no conflict of interest.
2. During the period of a leave of absence:

- a) the employee shall not be entitled to receive from the employer, any wages or other pay; and
 - b) the employer shall not be obligated to contribute to the group Pension Plan, the Medical Plan, the Dental Plan nor any other employee benefits, and it shall be the employees responsibility to make the employer's contributions during such period, which shall be deducted from the employee's wages by the employer.
3. Leaves of absence shall not be granted in conjunction with scheduled vacations unless there is mutual agreement between the company and the employee.

ARTICLE 10 - PAID HOLIDAYS

1. The company will recognize the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Monday
** Easter Monday	Remembrance Day
Victoria Day	*Christmas Eve
Canada Day	Christmas Day
B.C. Civic Holiday	Boxing Day
*New Year's Eve	

2. And when any of these holidays occur within the employee's regular work week, on a day which the employees would otherwise have worked, the company will pay eligible employees a days pay for each such holiday not worked. An employee is eligible for this payment provided the employee works his regular authorized shift upon the working day proceeding such holiday and also his regular authorized shift upon the first working day succeeding such holiday.

This condition shall not prevent payment of holiday pay to an employee who has been absent from work on one or both of the qualifying days due to verified personal illness **verified by a medical doctor's certificate received by the Company upon day of returning to work** or has obtained prior written permission from the company to be absent on one or both of these days.

*The company will remain open one-half (1/2) day Christmas Eve and one half (1/2) day New Year's Eve. Each employee will be required to work on one of these days (1/2 day) i.e., those working Christmas will not be required to work on New Year's or visa versa.

**Easter Monday: the company will remain open Easter Monday at approximately one-half (1/2) staff. Those employees working that day will be given a day off in exchange at a mutually acceptable time.

3. For the purpose of this Article, whereby civic proclamation, some other day is set aside to be observed instead of the above holidays, the company may consider such other day as the holiday.
4. For the purpose of this Article, when one of the above listed holidays falls on a Saturday or Sunday, the employee will observe the holiday on a day to be designated by the company which conforms to the requirements of its business. This is subject to any government declaration regarding when a particular holiday will be observed.
5. **The company each year** will grant one extra days' holiday to the individual employees or group of employees some other day in the year requested by the employee or group of employees at the sole discretion of the company with the intent that unless such request is unreasonable in view of the company's business operations, no individual request will be refused.

ARTICLE 11 - SENIORITY

1. An employee will be considered on probation and will not be placed on a seniority list until he has accumulated six (6) months of service with the company. There shall be no seniority among probationary employees and seniority will commence at the end of the six (6) month period. For the purpose of calculating seniority the original date of hire will be used. The company, in its discretion may transfer, reassign, discharge, or terminate the employment of any probationary employee without recourse. Once an employee is hired on the six (6) month probation period, they shall still be entitled to benefits after three (3) months. The probationary employee will be given an evaluation after completion of three (3) months of employment.
2. A seniority list of employees who are members of the union will be maintained by the company and revised annually with a copy to the union. The seniority list will show employee groupings by operating department. A bargaining unit employee who achieves ten (10) years of service shall not be laid off before a management employee with five years of service or less. The foregoing will not apply if only one management employee is present in the branch.
3. In calling or returning employees to job openings in the bargaining unit, total length of continuous service with the company will be the major governing factor, provided that skill, ability and efficiency are equal. A prerequisite to establishing a claim to a job on this basis is evidence of having satisfactorily performed such work previously as determined by the employee's written record with the company.
4. Subject to the provisions of this Article, an employee laid off due to lack of work will have his name retained on a recall list for a period of eighteen (18) months from the date of his lay-off. The retention of an individual's name on the recall list beyond one (1) month from the date of his lay-off shall be subject to the condition that, commencing with the first calendar month after being laid off, he contacts his supervisor by personal visit or by registered letter at least once each calendar month during his lay-off informing the company of his continued desire to return to work. In making such monthly

contracts, he will inform the company of any change of address since the last one recorded with the company. Before invoking a lay-off management shall explore all other avenues i.e. work share, leave of absence etc. An employee will be given two (2) weeks notice prior to being laid off.

5. Temporary employees—those employees hired for a specific term of six (6) months or less. After working one or more work terms where the temporary employee has accumulated six (6) months of working service with the company, the temporary employee will be covered by the lay-off and recall provision of the contract and will accumulate seniority.
6. In the event the company introduces a technological change or job reorganization which results in the displacement of any employee from employment with the company, the company will co-operate with Human Resources Development Canada facilities to train such employees, if there are job openings with the company, and such employees have the necessary potential to fill the positions.
7. An employee being terminated will receive notice of severance pay in accordance with the following: If the company terminates an employee for reasons of technological change, job reorganization **or branch location change**, the employee will receive severance pay equal to two (2) weeks pay for each year of service not to exceed 52 weeks.
8. **The Company will recognize the senior person in the ‘Counter/Inside Sales’ classification with the title ‘Senior Inside Sales Representative’. The title will not attract addition pay premiums, however it will be recognized by the Company through official correspondence. (e.g. Business cards).**

ARTICLE 12 - GRIEVANCE PROCEDURE

- 1) A grievance shall be defined as any dispute between any employee covered by this agreement and the company, or between the union and the company, with respect to the interpretation, application or operation of an alleged violation of any provisions of this agreement.
- 2) The company acknowledges the right of the union to delegate one steward to represent the employees in the administration of this agreement. The steward shall not conduct any union business that does not pertain to the execution of the agreement during working hours and will be expected to perform his regular duties efficiently. If he is required to leave his job for the processing of grievances, he will obtain the permission of his supervisor before doing so and any cost occasioned by the company by his doing so, including the payment of his salary, will be paid by the union. The company will not discriminate against or jeopardize the position of the steward on account of his membership in the union or union activity not precluded by the terms of this agreement.

Step 1:

Any employee, the union or the company may present a grievance. If an employee is involved, he or she may present the grievance with or without the shop steward, and must first take up the matter with his foreman or supervisor directly in charge of the work. This attempt at resolution must be made by the aggrieved party within ten (10) work days after the occurrence of the alleged grievance. This time restriction is not intended to preclude the initiation of the grievance where the grievor was not aware of the occurrence of the alleged grievance, but must initiate the grievance within ten (10) days of learning of the occurrence. The supervisor will respond within three (3) days of receiving the grievance.

Step 2:

Failing to resolve the matter to the grievor's satisfaction in Step 1, the grievance may be referred to the national union and will commit in writing within ten (10) days, its desire to have further discussions. The union will clearly state the issue or issues, the remedy sought and the clause or clauses of this agreement alleged to have been misinterpreted or violated.

Step 3:

The company will arrange a meeting with the union within ten (10) days of receipt of the written grievance and will give its decision in writing within ten (10) working days after meeting.

Step 4:

Failing resolution at Step 3, within seven (7) days, it shall be referred to the Collective Agreement Arbitration Bureau for settlement.

The time limits set out above may be extended at any stage only by mutual agreement evidenced in writing. Where the time limits provided for above, and any mutually agreed upon extensions are not observed by the union, the grievance will be considered as dropped: if such time limits or any agreed upon extensions are not observed by the company, the grievance will be considered to have advanced to the next stage.

ARTICLE 13 - BENEFITS

1. The company shall pay 100% of the basic life insurance premium as per the existing policies of Life Insurance. The balance of benefits will be outlined in the Westburne benefits booklet. If during the term of this agreement the Company implements changes to the Company wide plan, such changes shall be offered to the Kitimat employees.
 - a) All permanent employees will have the opportunity to receive the benefits of the Westburne Group Insurance Plans.
2. If an employee meets with an accident, is sick or is hospitalized while on vacation, or leave of absence, he will immediately go on sick leave and may resume his vacation at a later date providing:

- a. he/**she** reports the disability to the company,
- b. he/**she** furnishes a certificate of medical attendance if requested by the company.
- c. An employee will not be entitled to sick pay while he is on lay-off. However, when the employee is recalled to employment, the employee will be entitled to the full extent of the company's sick leave plan.
- d. Upon producing receipts to management an employee will be reimbursed up to but not exceeding \$200.00 per calendar year for payments incurred by the employee and his family in utilizing District of Kitimat recreational facilities.
- e. **If a medical certificate is requested anywhere in this agreement, the company will reimburse the employee the cost of the certificate.**

ARTICLE 14 - PENSION PLAN

The parties hereto agree that the Employee Pension Plan now in effect is to become a part of this Agreement the same as if rewritten herein and the company agrees to keep the plan in full force and effect during the term of this Agreement.

In line with current Company practice, membership in the Pension Plan will be mandatory for all new hires after their probationary period is completed.

ARTICLE 15 - WAGES

The schedule of wages payable under this agreement is set out in Schedule "A" which shall be in effect as of February 1, 2008. Notwithstanding anything herein before contained, any employee temporarily performing the duties of a higher job classification for a period of one day or more shall be paid at the entry level rate of the higher classification for the full shift provided it is higher than his regular rate. However, if such an employee has five or more years of service and the competency to perform the duties, he will be paid at the 18-month level rate of the higher classification. Any employee permanently placed in a higher job classification shall receive that category rate.

ARTICLE 16 - CLOTHING AND EQUIPMENT

1. The company undertakes to provide articles, which would normally, form part of an employee's working apparel, and in consideration of this, it is agreed that such articles will be worn, repaired, cleaned and maintained in a serviceable condition by the employee.

The employer will provide two **long sleeved shirts and two short sleeved shirts** with the company logo once per calendar year.

2. The employer will reimburse the cost of one (1) pair of good quality, CSA Approved, Steel toed work boots or shoes per calendar year upon presentation of receipt. Such reimbursement shall not exceed **\$145.00**. Any employee who received the footwear allowance must wear such footwear during working hours. Employee(s) working in the warehouse may require an additional pair of steel-toe work shoes per year. In order to purchase a second pair of work shoes, the purchase must be pre-approved by the warehouse manager/supervisor.

Steel toed work boots or shoes must be worn at all times by warehouse and counter personnel. An employee will be sent home to put the steel toed work boots or shoes on and must return to work. An employee who shows up without steel toed work boots or shoes a second time could be subject to discipline.

3. Temporary employees reimbursement to be pro-rated by length of service.
4. Westburne will make available one pair of good coveralls, to be used by everyone.

ARTICLE 17 - DURATION

1. All terms of the Agreement shall remain in full force and effect until **January 31st, 2011**.

The parties mutually agree to extend the terms of this agreement where collective bargaining extends past the expiration of the collective agreement is subject to the right of:

1. The union serving notice of strike or,
2. the company serving notice of lockout.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have affixed their signatures hereto.

On behalf of CAW Local 2303: On behalf of Westburne Electric Supply (BC) a
Division of Rexel Canada Electrical Inc.

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

LETTER OF UNDERSTANDING #1

Between WESTBURNE ELECTRIC SUPPLY (B.C.)
and THE CANADIAN AUTO WORKERS LOCAL 2303

SICK PLAN

It is hereby agreed that this letter replaces Article 20 - Illness.

1. Where an employee has qualified and for the purpose of this agreement an employee shall be one who has worked for the company for three (3) continuous months, the company is prepared to assure him on one hundred percent (100%) of his wages, less benefits received from other sources, for the first one hundred and nineteen days of his illness, verified by a medical doctor's certificate, upon request of the company. On the one hundred and twentieth (120) day the employee will be considered for long-term disability.
2. Upon resignation of employment or upon an employee being laid off (which shall not include dismissals for just cause), the company will recognize an accumulation of sick leave at the rate of one (1) day per month to a maximum of twelve (12) days, such accumulation to commence upon qualifying as a permanent employee. Absences in the preceding twelve (12) months, pursuant to the Article, are to be deducted from the accumulation.
3. **Full benefits are reinstated within three (3) months of return to active employment in the case of relapse or within one (1) month of return to active employment in the case of a new disability.**
4. **The employee is to provide telephone notice to the Customer Service Manager or acting manager on each day of illness, unless unable to do so by reasons beyond the employee's control. The employee shall provide a certificate signed by a medical doctor licensed to practice in the Province of British Columbia to verify illness of two (2) or more consecutive working days absence. This certificate must be presented to the employer on the day of returning to work.**
5. In cases where the employee receives a damage award for wage loss compensation in connection with the claim for the period for which the employee was receiving short-term disability payments, the employee must complete the "Reimbursement Agreement" in order for the Company to recover wage loss payments when the claim is the legal liability of a third party. (Reimbursement Agreement attached).

Future contract negotiations with regard to the length of coverage will remain at not less than one hundred nineteen (119) days.

Signed this _____ day of _____, 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric
Supply:

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

Reimbursement Agreement

Westburne Electric Supply, BC (“Company”) provides regular salary to its employees on leave for jury duty and illness pursuant to the Company’s Leaves and Jury Duty Policy and Sick Leave Policy (“Policy”) and pursuant to the collective agreements (“Collective Agreement”) executed between the Company and the International Brotherhood of Electrical Workers, Local 213, Local 230 and Canadian Auto Workers, Local 2303 (“Union”).

In consideration of the Company providing benefits to me pursuant to the Policy and the Collective Agreement, I agree to reimburse the Company any monies received from any third party, which are directed at wage loss while on sick leave or jury duty. I agree to remit the monies to the Company within three (3) business days of receiving such funds. I further agree to inform the Company of any accident or injury, which form the basis of a claim against a third party where I will be seeking wage loss compensation. I agree to provide the name of the third party, the name of the insurer, if any, and the type of wage loss damages being claimed against the third party.

I agree to advise the Company of any settlement of or adjudication of, if any, any claim I make from which the Company may be entitled to reimbursement.

If I retain legal counsel to represent me in pursuing a claim against a third party, I hereby direct and authorize counsel to keep the Company apprised from time to time of the status of my claim, and repay wage loss payments paid to me by the Company from the portion of the settlement or award which compensates me for lost wages which have already been paid to me by the Company for the period of wage loss in accordance with the terms of the Policy and the Collective Agreement and the provisions of this Agreement.

Signed at _____ on _____

Witness

Employee

AUTHORIZATION FOR DUES DEDUCTION

The following document will be used for authorization of union dues deductions:

TO: WESTBURNE ELECTRIC SUPPLY (B.C.)

AUTHORIZATION FOR DEDUCTION

I, _____, hereby authorize and direct Westburne Electric Supply (BC) to deduct from the pay accumulated to my credit while in the bargaining unit represented by CAW Local 2303, the amount of the approved regular union dues as appropriately certified to the company from time-to-time by the Canadian Auto Workers Local 2303.

I further authorize Westburne Electric Supply (BC) to pay the amounts so deducted to the National Secretary-Treasurer of the CAW whose receipt therefore shall be considered as a discharge to Westburne Electric Supply (BC) Ltd., for the amounts so deducted from my earnings.

I hereby undertake to indemnify and save harmless Westburne Electric Supply (BC) for all deductions and payments so made on my behalf.

Name: _____

Address: _____

Collective Labour Agreement between Westburne Electric Supply (BC) and CAW Local 2303
February 1, 2008 to January 31, 2011.

Clock No. _____

Date: _____

SCHEDULE "A"

The position of Warehouse Classification will be paid as follows:

	(x3%) <u>Feb 1/08</u>	(x3%) <u>Feb 1/09</u>	(x4%) <u>Feb. 1/10</u>
START	\$2,262.00	\$2,330.00	\$2,422.00
6-Months	\$2,435.00	\$2,508.00	\$2,608.00
12-Months	\$2,784.00	\$2,868.00	\$2,983.00
18-Months	\$2,952.00	\$3,041.00	\$3,163.00
24-Months	\$3,131.00	\$3,225.00	\$3,354.00

The position of Warehouse/Counter will be increased as follows:

	(x3%) <u>Feb 1/08</u>	(x3%) <u>Feb 1/09</u>	(x4%) <u>Feb. 1/10</u>
START	\$2,353.00	\$2,424.00	\$2,521.00
6-Months	\$2,534.00	\$2,610.00	\$2,714.00
12-Months	\$2,898.00	\$2,985.00	\$3,104.00
18-Months	\$3,093.00	\$3,186.00	\$3,313.00
24-Months	\$3,257.00	\$3,355.00	\$3,489.00

The position of Counter/Inside Sales will be increased as follows:

	(x3%) <u>Feb 1/08</u>	(x3%) <u>Feb 1/09</u>	(x4%) <u>Feb. 1/10</u>
START *			
6-Months	\$3,270.00	\$3,368.00	\$3,503.00
12-Months	\$3,364.00	\$3,465.00	\$3,604.00
18-Months	\$3,459.00	\$3,563.00	\$3,706.00
24-Months	\$3,550.00	\$3,657.00	\$3,803.00

* If an incumbent has progressed from Warehouse/Counter to Counter/Inside Sales that incumbent will start at the six-month rate.

IN ALL POSITIONS, MANAGEMENT MAY START AN INCUMBENT AT A HIGHER LEVEL DEPENDING ON EXPERIENCE.

Signed this _____ day of _____, 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric
Supply:

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

LETTER OF UNDERSTANDING #2
Between
WESTBURNE ELECTRIC SUPPLY (BC)
and
LOCAL 2303 OF THE CANADIAN AUTO WORKERS

RE: INSIDE SALES/COUNTER POSITION CRITERIA

The company and the union are in agreement that in order to qualify for the position of inside sales/counter, the following criteria will be needed:

1. Must have completed a basic electrical course offered by the community or offered by the company.
2. Must attend a minimum of two product sessions if requested by the company.
3. The incumbent must have three years electrical wholesale distributor or electrical contractor experience.
4. The incumbent must have excellent computer skills.
5. The incumbent must have Allen Bradley Industrial Control Course if available.
6. The incumbent must have a neat and business-like appearance.

The final decision on whether or not the successful candidate has the above skills will be at the discretion of management. When two or more candidates are deemed to have the appropriate criteria for the position, seniority will prevail.

The company and the union agree that the existing bargaining unit members will not be restricted for advancement if they can demonstrate the ability to perform the requirements of the inside sales/counter position.

When a candidate has been promoted to the position of inside sales/counter, that incumbent will be given three (3) months to demonstrate the ability to perform the requirements of the position.

Signed this _____ day of _____, 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric Supply (BC)

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

Letter of Understanding #3

between

Westburne Electric Supply (BC) - Kitimat Branch

and

CAW Local 2303

PENSION RECOMMENDATIONS

If during the term of this agreement the Company implements changes in any of its branches in B.C. to pay the B.C. Medical Services Plan Premium to Retirees, such changes shall be offered to the Kitimat employees.

Signed this _____ day of _____, 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric Supply:

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

LETTER OF UNDERSTANDING #4

between

Westburne Electric Supply (BC) - Kitimat Branch

and

CAW Local 2303

REDUCTION IN HOURS OF WORK

In the event that management and the union agree to a work-share program as an alternative to lay-off, vacation pay for those employee(s) participating in the work-share program will be as follows:

regular vacation pay will apply

For this purpose, “regular vacation pay” shall mean the amount of vacation pay the employee(s) would have received had the union and management not agreed to the work-share program.

Signed this _____ day of _____ 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric Supply

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello

LETTER OF UNDERSTANDING #5

between

WESTBURNE ELECTRIC SUPPLY (BC) LTD.

and

CANADIAN AUTO WORKERS LOCAL 2303

EMPLOYMENT STANDARDS ACT

1. The provisions of this collective labour agreement shall, at no time, during the term of this agreement fall below the Employment Standards Act of British Columbia.
2. In the case of an employee being recalled from lay-off for a fixed period not exceeding ten (10) weeks, the employer shall not be required to give the recalled employee a further notice of lay-off from the said fixed period provided the laid off employee has been recalled for at least one week.

Signed this _____ day of _____, 2008.

On behalf of CAW Local 2303:

On behalf of Westburne Electric Supply (BC):

Gord Lechner

Tom Mikes

Martin Kenny

Bruce Aiello