

COLLECTIVE AGREEMENT
between
Henry Schein Canada Inc.
and
**International Union of Operating
Engineers, Local 882-B**

Term of Agreement: January 1, 2008 to December 31, 2010

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AGREEMENT made the **17th day of April, 2009**

BETWEEN: HENRY SCHEIN CANADA INC.

(Hereinafter referred to as the "Employer")

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 882-B**

(Hereinafter referred to as the "Union")

ARTICLE 1 - SCOPE OF THE AGREEMENT

1.01 It is the intent and purpose of the contracting parties that this Agreement shall promote continually improving industrial relations between the parties and to set for herein the terms regarding contractual rates of pay, hours of work and such other working conditions as agreed to herein, to be observed by the parties hereto and the warehouse employees covered hereby at the Employer's 1619 Fosters Way, Annacis Island, in Delta, BC, to achieve uninterrupted operations in the distribution center and the highest level of employee performance, safety and efficiency to the fullest extent, in accordance with the provisions of this Agreement.

1.02 It is understood and agreed that this Agreement contains the complete Agreement between the parties hereto; and no additions, waivers, deletions, changes or amendments shall be made hereto during the life of this Agreement, except by mutual consent in writing by authorized representatives of the parties hereto.

ARTICLE 2 – PERIOD OF AGREEMENT

2.01 This Collective Agreement shall be in full force and effect from and including **January 1, 2008** to and including, **December 31, 2010** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Collective Agreement within four (4) months immediately preceding **December 31, 2010**, 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 this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Employer lock out, or the parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

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

ARTICLE 3 - UNION SECURITY

3.01 All existing bargaining members shall remain members of the Union as a condition of employment and all new employees shall within the first seven (7) days of employment make application to join the Union and maintain such membership as a condition of continuous employment.

(i) The Employer, during the life of this Agreement, as a condition of employment, shall deduct monthly from each employee in the bargaining unit, a sum equal to union dues as certified by the Union, provided there are sufficient wages owing to the employee, and remit such sum to the Union along with a listing showing each employee's monthly dollar amount for the following:

- (1) gross earnings;
- (2) the actual dues amount deducted;
- (3) initiation fee if deducted; and
- (4) adjustments from previous period if deducted.

Each of the aforementioned amounts are to be indicated separately and not lumped together. The listing shall include the Social Insurance Number, Status of each employee, and note termination dates for employees terminated in the preceding month.

(ii) All Union dues and initiation fees and/or assessments so deducted shall be remitted by the Employer to the Union within fourteen (14) days after the date of said deductions.

- (iii) Upon receipt by the Employer of written advice from the Union, employees who fail to maintain membership in the Union or the check-off of Union dues, or an amount equal to Union dues, shall be terminated by the Employer from their employment. The Union agrees to indemnify and save harmless the Employer from all claims brought against it by employees for any amount determined to be owing by the Employer because of the suspension or termination of employment or a remittance to the Union of an amount as a result of an internal union decision.
 - (iv) The Employer shall report/record Union dues on employee's T-4 slips of each employee governed by this Collective Agreement.
- 3.02 No employee shall be subject to any penalties against his application for membership or reinstatement except as may be provided for in the By-laws or Constitution of the Union.
- 3.03 All new employees shall be considered as probationary employees for a period of sixty (60) working days commencing the first day of employment to determine their compatibility and capabilities. If an employee is terminated during his or her probationary period, the employee shall not be entitled to any severance. **Further, the decision to terminate the employment of the employee shall be within the sole discretion of the Employer.**
- 3.04 The Employer agrees to endeavour to permit the Business Representative of the Union or his representative to speak with the Union Steward for a reasonable period of time, not to exceed fifteen (15) minutes during working hours. Such meetings will be scheduled so as to not unduly interfere with efficient operation of the facility.
- 3.05 Employees outside the Bargaining Unit shall not perform work normally performed by members of the Bargaining Unit where such work would result in a layoff or reduction in hours for members of the Bargaining Unit. The Employer shall not contract out Bargaining Unit work normally performed by members of the Union where such work would result in a layoff or reduction in hours of members of the Bargaining Unit, unless:
- (1) Bargaining Unit members do not have the qualifications, ability and experience to do the particular work.

3.06 **Shop Stewards**

The Employer shall recognize no more than two (2) Shop Stewards elected or appointed by the Union at any time and shall not discharge, discipline or otherwise discriminate against such Shop Stewards for carrying out the duties proper to that position. The Shop Stewards agree that they will not unduly interfere with the business affairs of the Employer in the course of carrying out their duties.

The Union shall inform the Employer of the names of the Shop Stewards, including any change in the names of the Shop Stewards by written notice.

3.07 **Recognition**

The parties agree that the Union is the sole collective bargaining agent for all hourly paid warehouse employees employed by the Employer at its 1619 Fosters Way facility on Annacis Island, in Delta, BC.

ARTICLE 4 - SENIORITY

- 4.01 Except as provided in Clause 4.03(2), seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer and shall prevail on a bargaining-unit-wide basis.
- 4.02 (1) The Employer will maintain a seniority list showing the date upon which each employee's seniority commenced. **The Employer will post a seniority list each quarter and supply the union with an updated copy.** A copy of the list will be posted on the bulletin board for a period of twenty (20) days following the signing of this Agreement, and if no challenge is filed within a period of twenty (20) days thereafter, the list will be accepted as correct for all employees in the Bargaining Unit.
- (2) The Employer shall provide a four foot by four foot (4' X 4') Union Bulletin Board placed in a convenient place easily accessible by all employees covered under the Collective Agreement.
- 4.03 (1) When filling vacancies, the qualifications, ability and seniority of the employees shall be given consideration, if there is any choice to be made between two (2) or more employees who have relatively equal qualifications and ability, the employee having the greater seniority shall be chosen to fill the vacancy.

- (2) When reducing the work force, the employee having the greater seniority in the employ of the Employer shall receive the reverse order of the lay-off, provided they are qualified to discharge the duties of that position.

4.04 An employee will lose his seniority and will be considered to have terminated his employment for any of the following reasons:

- (1) if he or she quits;
- (2) if he or she is discharged and such discharge is not reversed through the Grievance Procedure;
- (3) if he or she is laid off and fails to return to work within five (5) working days after he or she has been notified to do so by registered mail to his or her last known address;
- (4) if he or she overstays a leave of absence without cause acceptable to the management;
- (5) if he or she is absent for more than three (3) working days without notifying the Employer, provided that in the event that an unexpected accident or illness prevents the employee from advising the Employer immediately, he or she must do so as soon as possible and must supply medical certificates where so requested;
- (6) if an employee has been on lay-off for a period of one (1) year.

ARTICLE 5 - NO DISCRIMINATION

5.01 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code of British Columbia* (SBC Chapter 22, Assented to May 16, 1984).

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee for reasons of membership or non-membership or activity in the Union.

5.02 **Harassment**

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

5.03 **Discrimination and Harassment Policy**

It is the objective of the Employer to provide a positive working environment that allows employees to perform to their fullest potential. The Human Rights Code prohibits discrimination and harassment on a number of grounds including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, marital status, same-sex partnership status, family status, record of offences or disability. The Employer is committed to complying with the Human Rights Code and believes that compliance is fundamental to achieve its objective of enabling employees to perform to their fullest potential. As set out in this policy, it is the Employer=s commitment to maintain an environment free from any discrimination and harassment that is prohibited by the Human Rights Code. It is the responsibility of each employee to foster and encourage an environment free from discrimination and harassment and to take appropriate steps in the event of a contravention of this policy.

The Employer will investigate and respond to any complaint of discrimination or harassment and will take remedial action as necessary and appropriate. Employees who contravene this policy may be subject to penalties up to and including dismissal. Disciplinary action may also be taken against employees who are aware of any contravention of this policy, but who do not notify management of such contravention. It is important for employees to ensure that, by their action (or inaction), they do not condone any form of discrimination or harassment. The prohibitions against discrimination and harassment set forth in this policy apply not only to ensure that employees are treated fairly but also to ensure that non-employees are treated fairly when they come into contact with employees during the course of their employment. Accordingly, it is expected that employees will comply with this policy when dealing with outsiders such as vendors and customers. Ensuring freedom from discrimination and harassment is not limited to the workplace location or work hours. Prohibition against workplace discrimination and harassment extends to company sponsored events and business trips.

5.04 **Discrimination and Harassment Because of Sex**

Freedom from sexual harassment and other forms of unequal treatment based on gender is a fundamental human right. Discrimination on the basis of sex means unequal treatment because of a person=s gender. Harassment has been defined as meaning:

Engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Examples of comments or conduct that may constitute sexual harassment include the following:

- (1) Jokes about sex, sexual preferences and sexual matters;
- (2) Displaying or distributing pornographic, sexually explicit or other offensive materials;
- (3) Unwanted physical contact or invading another=s personal space;
- (4) A promise of better treatment in return for sexual favours;
- (5) Implied or expressed threats for refusing a sexual request;
- (6) Derogatory language or pranks about a person=s sexuality or appearance;
- (7) Inquiries about a person=s sex life.

Although a pattern of behaviour is usually required, a single, inappropriate incident may be significant enough to create a Anegative work environment@ and also contravene the Human Rights Code. Even if the comments or conduct are not directed at one person in particular, a negative work environment may be created.

5.05 **Complaint Procedure**

Discrimination and harassment complaints should be made to the Human Resources Manager or any other manager with whom you feel most comfortable. Any other person, who receives or becomes aware of a complaint or a contravention of this policy, whether formally or informally, should promptly refer the complaint to the Human Resources Manager.

A prompt and thorough investigation of the matter will be conducted. This investigation will involve interviewing the complainant, witnesses and the person against whom the allegations have been made. To the extent possible, the Employer will respect the confidentiality of those involved in any investigation and ensure that reprisals are not taken on account of a complaint made in good faith under this policy. After the investigation is completed, the Employer will advise the parties of its decision. If discrimination or harassment is found to have occurred, disciplinary action will be taken, up to and including dismissal.

This complaint procedure will apply to complaints of discrimination or harassment on any of the grounds prohibited by the Human Rights Code governing the employee=s employment. Any questions about the policy should be directed to the Human Resources Manager.

5.06 If an Employee is the Subject of, or Witness to, Harassment or Discrimination

Any employee who believes that he or she has been the victim of harassment or discrimination of any type, sexual or otherwise, or who has seen anyone engaging in any of the prohibited activities listed above, should immediately report the harassment or discrimination to his or her supervisor. Complaints may be made in person or in writing, and to the extent possible, will be kept in confidence in keeping with the Employer=s obligation to investigate complaints.

Once a complaint is made, the Employer will conduct an immediate investigation to determine if harassment or discrimination has occurred. If the alleged harassment or discrimination involves the individuals who would ordinarily conduct the investigation, an alternate means of investigation will be used. If it is concluded that harassment or discrimination did occur, the Employer will do its utmost to rectify the situation without delay. This may include the discipline or discharge of those participating in or condoning the harassment or discrimination.

If the complaining employee is not satisfied with the outcome of the investigation, he or she may speak with a senior officer of the Employer, who will personally review the matter. Employees who, in good faith, report incidents of harassment or discrimination will be protected against adverse employment actions or retaliation as a result of their report. Such a report will have no negative impact upon the complaining employee.

If there is a mutual resolution, this resolution will be kept confidential, if agreed by all parties.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 Management rights customarily exercisable by the Employer (unless expressly limited by this Agreement) are reserved to and vested exclusively in the Employer and without limiting the foregoing includes the direction of its working force, the right to hire, transfer, promote, demote, establish reasonable rules of conduct, discharge for cause, increase or decrease the working forces necessary, or to make work assignments and shift changes provided that this will not be used for purposes of discrimination against any member of the Union.

ARTICLE 7 - WORKING HOURS AND WAGES

- 7.01 (a) The normal work week for full-time employees shall consist of eight (8) hours per day and forty (40) hours per week. There is no guarantee of eight (8) hours per day or forty (40) hours per week.
- (b) The Employer agrees not to change an employee=s normal work schedule or normal starting time without first providing the employee with at least sixteen (16) hours notice.
- 7.02 (a) It is understood that overtime is on a voluntary basis and no employee covered by this Agreement will or can work overtime without the authorization of the Employer. Any employee not wishing to work overtime must notify the Employer at the commencement of his/her work schedule of those days in his/her schedule for that week on which he/she is not prepared to work overtime.

Employees agree to work overtime requested on short notice as a result of a back log in daily orders not being processed and shipped if such is deemed necessary to ensure next day delivery.

It is not the intention that the application of the above will result in any loss of product or quality of product. For the purposes of this Article product is intended to also refer to the shipping, receiving and preparation of orders.

In the assignment of overtime, the Employer will offer overtime to the employee on the basis of seniority insofar as that is practical.

- (b) The Employer must provide at least thirty-two (32) consecutive hours free from work each week. All hours worked by an employee during the thirty-two (32) hour period will be at the applicable rate.

(c) Full time employees will not be required to work split shifts.

7.03 Overtime

Any time worked by employees in excess of eight (8) hours per day shall be compensated at the rate of time and one-half (1.5X) for the first three (3) hours and double time (2X) thereafter.

An employee shall be compensated at the rate of time and one half (1.5X) for all hours worked in excess of forty (40) hours per week.

An employee shall be compensated at the rate of double time (2X) for all hours worked in excess of forty-eight (48) hours per week.

7.04 Overtime will only be payable under 7.03 if the employee has worked at least ten (10) minutes in excess of his regularly scheduled shift.

7.05 There will be no pyramiding of overtime or premiums.

7.06 Overtime Bank

(a) The Employer will honour an Employee=s request, in writing, to bank overtime. Any overtime banked by an Employee will be utilized, at mutually agreeable times.

(b) If, on the last pay date prior to November 30th in any year, the employee has in excess of eighty (80) hours of overtime banked, and if the employee does not have an approved request to use any of those excess hours prior to January 1st following, then such excess hours will be paid out on the pay statement for the next full pay period commencing after November 30th.

(c) Any reasonable request in writing to pay out banked overtime will not be denied.

7.07 Call-in/Call Back

(a) An employee who is called in and reports for work shall receive the applicable rate of pay for those hours worked outside his regular schedule, but in no case shall he/she receive less than the equivalent of four (4) hours at his regular rate. If an employee is called in and reports for work but does not commence to work then he/she shall receive two (2) hours pay at the applicable rate.

- (b) No employee will be permitted to work in excess of sixteen (16) continuous hours in any one (1) day.

7.08 Meal Periods

The Employer shall provide employees with a one half (2) hour unpaid lunch period. Such lunch period is to be scheduled approximately midway after the shift commences.

- 7.09 The Employer agrees to implement an Automatic Pay Cheque Deposit for employees covered by this Agreement.

- 7.10 Where an employee=s shift commences after 4:00 pm and before 6:00 am, the employee will be paid a premium of 75 cents (\$0.75) for each hour worked, provided such hours are not worked at overtime rates.

- 7.11 Where an employee works in excess of two (2) hours beyond his shift, he/she shall receive a meal allowance of eight dollars and fifty cents (\$8.50).

- 7.12 Employees will be permitted to take two (2) fifteen (15) minute breaks per day. Generally a break will be taken in the first and last half of the shift. It is agreed that employees will take their breaks at a mutually agreeable time so as to not interrupt the efficient operations of the warehouse.

ARTICLE 8 - CONCEPTS FOR FILLING VACANCIES AND WAGE PROGRESSION

- 8.01 An employee=s skill and productivity should increase as his/her length of service increases.

- 8.02 An employee=s ability to perform various tasks is essential to the productivity of the warehouse and the success of the Employer.

- 8.03 The flexibility to utilize an employee=s skills and talents is recognized as being essential and a benefit to both the employee and the Employer.

- 8.04 An employee=s wages should generally increase with his/her length of service regardless of the general function that he/she is performing.

- 8.05 It is possible that over time, all employees could attain the top wage rate in the warehouse regardless of their function.

8.06 For the purposes of posting for job vacancies there will be four (4) functions:

(a) Lift truck/fork lift operation;

The parties agree that there will be two (2) positions in lift truck/forklift operation. Further, the parties agree that while there may be two (2) employees in the lift truck/forklift function, the Company may not have a requirement to utilize both persons in the function on a daily basis. Unless the two (2) employees have reached concurrence and the supervisor is in agreement or the supervisor otherwise assigns, the senior employee will be the operator when only one (1) operator is required.

(b) Product return coordination;

(c) Equipment coordination; and

(d) General warehousing which is composed of the following:

- (i) Shipping/receiving;
- (ii) Carousel operation;
- (iii) Picking/packing/and checking; and
- (iv) TMS/ Disticom operation.

8.07 The function or in the case of General warehousing function, the duties that the employee normally performs within that function will be his/her Primary Duty.

(a) If a permanent vacancy occurs in one of the four (4) functions, then the Employer would post a notice of the vacancy for a period of seven (7) days to permit an employee in the other three (3) functions to apply for the vacancy.

(b) Should an employee be on vacation or bereavement leave at the time of the posting, then he/she may, prior to his/her departure, indicate in writing his/her desire to be considered for vacancies posted during that period of absence.

8.08 A vacancy that occurs as a result of sickness or absence would not under normal circumstances be a permanent vacancy.

All long-term sickness, leaves of absence and WCB longer than thirty (30) working days shall be posted as temporary vacancies. Only the position of the person who is absent will be posted; the position of the person who is awarded the temporary posting will not be posted.

- 8.09 Within seven (7) days of the close of the posting, the Employer would award the vacancy to the qualified employee from a different function in accordance with the criteria set out in Article 4.01 Seniority.
- 8.10 The awarding of a posting would be subject to the grievance procedure.
- 8.11 An employee would not be able to apply for a posting for a vacancy that exists within his/her own function. Instead, an employee, who is desirous of remaining in his/her current function, but performing the function on another shift, may file with the Company a written request for transfer. Should such an opportunity arise, then prior to posting the vacancy, the employee with the most seniority who has submitted a request in writing will be transferred to the new shift, and the vacancy arising as a result of the transfer will then be posted.
- 8.12 If two (2) or more employees within a function agree amongst themselves they may, with the concurrence of the Employer, exchange Primary Duties within a function.
- 8.13 Under normal operating conditions, the Primary Duty would be the function that the employee would perform most often.
- 8.14 An employee could be assigned to other duties in his/her own function or in another function from time to time so as to maintain the efficiency of the warehouse, or to permit training, or to fill a permanent vacancy until it is filled by a posting. It is not the intent of the clause that it be used to avoid the posting of a permanent vacancy.

Example:

An employee, through the posting provisions is awarded the function of lift truck/forklift operation. That function would be his/her Primary Duty. But the Employer could assign him/her, if necessary, to another function if the Employer deemed that such was necessary for the purposes of the efficiency of the warehouse. Nothing would preclude another qualified employee from operating a forklift while the employee, whose Primary Duty is lift truck/forklift operation, is assigned elsewhere.

- 8.15 Assignments to perform work other than an employee's Primary Duty could occur regularly for the purposes of maintaining the efficiency of the operation.

- 8.16 The Employer is ISO 9000 registered. In the process of maintaining the ISO certification, the Employer will identify various tasks that are performed by the various functions in the warehouse. The Employer will consult with the Union stewards in the development for a listing of the processes and tasks, which will be made available to employees to ensure they understand their responsibilities. Nothing will limit the Employer from assigning other tasks to employees, nor will these listings be used as a basis for refusing to perform tasks as assigned consistent with the concepts of this Article.

ARTICLE 9 - VACATIONS

- 9.01 Employees with less than one (1) year of service with the Employer shall receive holiday pay in accordance with the provisions of the *Employment Standards Act of British Columbia*.
- 9.02 Employees with one (1) year of service or over in any year will be entitled to receive a vacation of ten (10) working days at their regular rate of pay or an amount equal to four (4%) percent of their gross earnings, whichever is greater.
- 9.03 Employees with five (5) years of service or over will be entitled to receive a vacation of fifteen (15) working days at their regular rate of pay or an amount equal to six (6%) percent of their gross earnings, whichever is greater.
- 9.04 Employees with ten (10) years of service or over will be entitled to receive a vacation of twenty (20) working days at their regular rate of pay or an amount equal to eight (8%) percent of their gross earnings, whichever is greater.
- 9.05 When an employee's scheduled vacation coincides with a paid Statutory Holiday or another day established by Statute or decreed by the Employer for its observance, such vacation day shall be taken on the workday immediately following the scheduled vacation period.
- 9.06 (a) Vacations are to be earned before being taken. Pay continues for vacation days taken as regular pay periods for vacation earned. The percentage adjustment if greater will be done on December 31st of that year in which the vacation is to be taken.

Anniversary dates for vacation shall be January 1st of each year. An employee who has not completed one (1) year=s employment by December 31st will be entitled to take vacation days off as of the following January 1st on the basis on one (1) day per month of service to December 31st to a maximum of ten (10) days.

If an employee terminates before December 31st in the year in which he/she is hired, he/she will be paid vacation pay of four percent (4%) of earnings.

(b) Vacation Requests of Less Than One (1) Week

It is the goal of the Employer and the Union to have people take vacation in one (1) week blocks.

It is understood that employees may desire to take vacation in less than one (1) week blocks, or that employees may have less than one (1) week to take.

If a vacation request for less than a one (1) week block is not requested at the time of the posting of vacation requests, as per Article 9.07, then the request must be made one (1) week in advance.

9.07 The Employer will attempt to meet an employee=s request for vacation. A schedule for vacation requests will be posted on the bulletin board by January 15th in any year to permit employees to indicate their desired vacation times for that year. Employees will submit their requests no later than February 28th. The Employer will, within five (5) days of the close of the vacation request period, notify the employees as to whether or not their vacation requests have been accepted.

Where not all employees who have requested vacation time can be spared, then seniority shall be applied in the granting of vacation requests.

9.08 The Employer will not reduce an employee=s annual vacation or vacation pay because the employee was paid a bonus, sick pay or was previously given a longer annual vacation than the minimum required in the Collective Agreement.

9.09 The Employer must allow an employee who is entitled to an annual vacation to take it in periods of one (1) or more week periods.

9.10 Vacation pay will be paid as past practice on regular pay periods.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 The recognized Statutory Holidays are:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Day	Boxing Day

or any other day proclaimed by the provincial or federal government.

10.02 An employee who works on a Statutory Holiday will receive one and one-half (1 2) times his/her regular rate for the first eleven (11) hours worked and thereafter he/she will receive double his/her regular rate for the hours worked on the Statutory Holiday in addition to the pay for that day.

10.03 In the event a Statutory Holiday falls on an employee's regular day of rest, he/she shall be granted another day off with pay at his/her regular rate provided that the substitute day off is taken within six (6) months of the Statutory Holiday.

10.04 When a holiday falls on a Saturday or Sunday, eligible employees are entitled to a day off in lieu of such holiday, without a deduction in pay.

10.05 When a Statutory Holiday occurs during a regular full time employee's annual vacation, an extra days vacation shall be granted in lieu of same.

10.06 If any of the above-noted Statutory Holidays fall on a Saturday or Sunday and another day is established by Statute for its observance, the day so established shall be deemed the holiday for the purpose of this Agreement for all employees.

10.07 After thirty (30) calendar days of full time employment, the Employer must either:

- (a) give an employee a day off with pay on each Statutory Holiday; or
- (b) comply with Article 10.02 of this Collective Agreement.

ARTICLE 11 - HEALTH AND WELFARE PLANS

11.01 During the term of this Agreement the Employer will provide to all employees the following Health and Welfare Plans:

After completion of a three (3) month probationary period (subject to the policies established by the insurance Company). The extended medical/ dental insurance program is funded **70%/ 30% (75%/ 25% for employees earning wages less than \$35,000.00 per year)** by the Employer and Employee respectively. Participation in the Company=s Accidental Death and Dismemberment, Group Life (60% funded by the Company) and Long-Term Disability (100% funded by the Employee) insurance programs is mandatory.

- (i) BC Medical - 100% funded by Employer
- (ii) Extended Health Care Plan
- (iii) Dental Plan
- (iv) Employee Group Term Life Insurance
- (v) Long Term Disability Income Benefits

11.02 The Parties agree that benefits, as set out in the booklet, may change during the term of the Collective Agreement, with mutual agreement between the Company and the Union.

11.03 The Company provides a pension plan for employees meeting the qualifications for membership (See Appendix B).

ARTICLE 12 - SAFETY AND HEALTH

12.01 The Employer will provide adequate lunch rooms, rest rooms, first aid rooms (as required by the BC Workers' Compensation Board) and sanitary facilities for the use of its employees.

12.02 The Employer agrees to supply the appropriate employees with the necessary safety equipment as required by the legislation.

12.03 The Employer will continue its present practice regarding the provision of the tools necessary for an employee to perform his/her duties.

12.04 The Employer and the Union shall establish a Safety Committee as required by the *Workers= Compensation Act*. Employee members shall be two (2) in number. Meetings shall be held monthly between the said committee and the Employer, provided that the committee has given sufficient written notice to the Employer of safety issues to be discussed.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Wherever in this Article time is provided for the doing of any act or thing, such time shall be exclusive of Statutory Holiday and Sundays. If a difference arises between the Employer and an employee, or between the Employer and the Union, concerning the interpretation, application, administration, operation or any alleged violation of this Agreement, the difference shall be discussed and resolved in accordance with the following procedure. An earnest effort will be made on the part of both parties to settle the dispute promptly.

- (i) **Step 1** - An employee alone, or the employee with his/her shop steward or alternate, if he/she desires such assistance, shall within seven (7) working days of the origin of the grievance or within seven (7) working days after the employee first becomes aware of the difference, shall discuss the difference with a designated Employer representative. Should a settlement not be reached then;
- (ii) **Step 2** - Should the matter not be resolved at Step 1, then within a further ten (10) working days after the Step 1 meeting, the grievance shall be reduced to writing and presented to the designated Employer representative.

Within a further five (5) working days following receipt of the written grievance, the designated Employer representative shall submit a written response to the employee and the Union representative. Should a settlement not be reached, then;

- (iii) **Step 3** - Within a further ten (10) working days after receipt of the Employer=s response to Step 2, the Union representative, with or without the employee, shall discuss the grievance with the designated Employer representative.

Within a further five (5) working days thereafter, the designated Employer representative shall give a written response to the employee and the Union. Should a settlement not be reached, then either party may refer the matter to Arbitration in accordance with Article 14.

13.02 **Disciplinary Action Grievable**

An employee may grieve disciplinary action taken by the Employer including letters of reprimand, written censures and disciplinary suspensions. An employee shall be given a copy of any such document placed in an employee's file.

13.03 Either the Union or the Employer shall have the right to file a grievance regarding the interpretation, application or administration of this Agreement at Step 2 of the Grievance Procedure.

13.04 An employee who claims that he/she has been wrongfully discharged may lodge a grievance within three (3) working days after the actual discharge and such grievance shall be taken up at Step 2 of the Grievance Procedure.

13.05 The time limits under this Grievance Procedure may be waived where mutually agreed.

13.06 Any settlement concluded by the Parties on its merits through the Grievance procedure regarding the interpretation or application of this agreement may be used as a precedent. This provision does not apply to matters of discipline.

13.07 When the shop steward is absent from work, an alternate shop steward may be appointed in his/her stead **by the Union.**

13.08 **Personnel File**

Upon provision of five (5) days notice, an employee, or a duly authorized Union representative with the permission of the employee, may review the contents of the employee's personnel file with an Employer representative present. This does not include any medical file maintained for insurance benefit and sick leave purposes.

13.09 Any disciplinary letters put into an employee's file shall be purged after eighteen (18) months. If an issue of discipline is repeated within that time period, a new eighteen (18) month period commences. Purged letters of discipline may not be used against the employee in any issues.

ARTICLE 14 - ARBITRATION

- 14.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the Grievance Procedure outlined above, and which has not been settled, will be referred to a single Arbitrator at the request of either of the parties hereto.
- 14.02 No person may be appointed as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance. If the parties are unable to agree on the appointment of an Arbitrator, an application may be made by either party to the Minister of Labour of the Province of British Columbia to appoint an Arbitrator to resolve the issue.

ARTICLE 15 - STRIKES AND LOCKOUTS

- 15.01 Given that this Agreement provides a procedure for the resolution of disputes between the Employer and the Union during the term of this Agreement, the Parties agree there shall be no strikes, slow-down, sit-down, sympathetic strike, or lockouts during the term of this Agreement.

ARTICLE 16 - TECHNOLOGICAL CHANGE

- 16.01 The Company shall notify the Shop Committee and the Union not less than four (4) months in advance of intent to institute mechanization, technological change or automation, which would result in the discharge or lay-off of employees. If such notice is not provided by the Company an employee discharged or laid off due to such a change will be eligible for remuneration at his/her regular rate of pay for all or part thereof of the four (4) months notice not given.
- 16.02 Employees with greater than two (2) years of seniority who are discharged or laid off because of mechanization, technological change or automation, shall be entitled to severance pay in accordance the provisions of Article 24 - Severance Pay.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 **An employee shall be granted eight (8) hours leave with pay at his/ her regular rate of pay for three (3) days, in the event of a death of a member of the employee's immediate family. This shall include parent or step parent or foster parent, current spouse/ current partner, common-law spouse/ partner, child, step child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, legal guardian, relative permanently residing in the employee's household or with whom the employee permanently resides.**

ARTICLE 18 - JURY DUTY

- 18.01 An employee who is required to serve as a juror shall be treated in accordance with the *Employment Standards Act*.
- 18.02 Employees called upon to perform jury duty, including coroner's court or appear as a subpoenaed Crown witness, shall not suffer any loss of normal wages thereby, subject to the employee furnishing the Employer with such statements of earnings as the courts may supply.

ARTICLE 19 - LEAVES OF ABSENCES

19.01 Unpaid Leave

Requests by employees for unpaid leaves of absence, to a maximum of six (6) months, shall be made in writing to the departmental supervisor and may be granted at the Employer's discretion. The employee shall give at least fourteen (14) days notice to minimize disruption of staff. The Employer shall make every effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

It is understood that if the employee wishes to maintain his/her benefit package in an active status, he/she will be responsible for the entire premium, that is, both the employee's share and the Employer's share for the duration of the unpaid leave.

19.02 Maternal/Paternal Leave

The Employer is fully supportive of any employee taking maternity and/or paternal leave in accordance with all Provincial or Federal laws. The Employer will provide time off and all other attributes in accordance with all such legislation.

19.03 Paid Personal Days

- (a) Employees who have completed their probationary employment will be permitted to take, up to December 31st in the year of their hire, .416 days with pay if they are sick, for each month of employment from their date of hire to December 31st.
- (b) In subsequent calendar years, an employee will be entitled to take up to five (5) days per calendar year.
- (c) Sick time permitted under these provisions will be paid at the employee=s basic hourly rate but will not be considered time worked.
- (d) Employees may carry forward up to a maximum of ten (10) days of unused sick time. Sick days shall only be paid out for sickness. The maximum sick days an employee may have available in any one (1) calendar year shall be fifteen (15) days.

19.04 Statutory Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities for:

- (a) the care, health or education of a child in the employee=s care; or
- (b) the care or health of any other member of the employee=s immediate family or an individual who lives with or comes under the control of the employee.

19.05 For the purposes of maternity or parental leave, witness duty or jury duty the following provision will apply:

- (1) The services of an employee who is on maternity or parental leave or is attending court (subpoenaed) are deemed to be continuous for the purpose of:
 - (a) calculating annual vacation/sick entitlement;
 - (b) medical or other plans beneficial to the employee.
- (2) In the following circumstances, the Employer must continue to make payments to medical or other plans beneficial to the employee as though the employee were not on maternity or parental leave or attending court:
 - (a) if the Employer pays the total cost of the plan;

- (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his/her share of the cost.
 - (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or due to the attendance at court.
 - (4) Section (1) does not apply if the employee has, without the Employer=s consent, taken a longer maternity or parental leave than is allowed.
- 19.06 The Employer must not, because of an employee=s maternity/paternal leave or other leave, terminate employment or change an employee=s position and must return the employee to a comparable position.

ARTICLE 20 - WAGE RATES

20.01 The following wage rates shall be applicable for the term of this Agreement:

See Attached SCHEDULE A

20.02 When an employee moves from one step to the next step, the increase in the employee=s hourly rate shall take effect on the employee=s anniversary date.

ARTICLE 21 - GENERAL PROVISIONS

21.01 When an employee who holds a valid level 2 or 3 Industrial First Aid Certificate is designated to perform first aid, he/she shall receive a premium of seventy-five cents (\$0.75) per hour.

21.02 The Employer may from time to time designate a member or members of the bargaining unit as a leader to provide assistance and general coordination to other bargaining unit members. When an employee is designated as a leader, he/she shall receive a premium of two dollars (\$2.00) per hour above his/ her basic hourly rate or the highest basic hourly rate of a person he/she is leading for the majority of his/her shift.

21.03 Where a reference is made to the male gender in this Agreement, it is implied to also refer to the female gender.

- 21.04 (a) Provisions of this Agreement referring to the deduction and remittance of union dues and statements by the Employer as set out in this Agreement shall not be construed as granting a right to the Employer to participate in or interfere with the internal affairs of the Union or restrict the Union's rights such as, but not limited to, the election or appointment of stewards or the appointment of union members to the occupational health and safety committee or other internal management and operation of the Union.
- (b) Provisions of this Agreement that set out the terms and conditions of work, pay, and benefits of hourly rated union members employed by the Employer shall not be construed as granting a right to the Union to participate in or interfere with the general management and the making of business decisions by the Employer such as, but not limited to, the appointment of managers, the hiring or termination of employees not covered by this Agreement, or the determination of products to be stocked, or the discontinuance or suspension of the shipment of products from the facility.

21.05 Safety shoes are required when working the Distribution Center. All TSMs working on a regular basis in the Distribution Centre will be reimbursed every twelve (12) months for the purchase of company approved safety shoes at the rate of up to one hundred dollars (\$100.00) per year upon submission of the original receipt.

21.06 Transportation of Accident Victims

Transportation to the nearest hospital for employees requiring immediate medical care as a result of a work accident shall be at the expense of the Employer.

21.07 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment, or is sent home for such injury, and is not able to return to work that day, shall receive payment for the remainder of his/her shift without deduction from his/her sick leave.

21.08 Passwords

All employee passwords for company computers required to do their job shall be confidential.

21.09 All direction of the bargaining unit members shall be through the Warehouse Manager, or his designate, or his lead hands.

ARTICLE 22 - TRANSITION PROVISIONS

22.01 While it is the intent of the parties to this collective agreement to have a term of three (3) years commencing effective **January 1, 2008**, the terms and conditions, save and except for the published hourly wage rates, will become effective the day following the date of ratification of this Agreement.

ARTICLE 23 - TERMINATION OF SERVICE

23.01 (a) If an employee has less than two (2) years service, the Employer agrees that, when dispensing of the service of said employee, such employee shall receive two (2) weeks notice or paid two (2) weeks in lieu of notice, unless the Employer would be, by law, entitled to dismiss the employee for cause and without notice.

(b) This article does not apply to employees who have not yet completed their probationary period or casual employees.

23.02 The Union agrees that where an employee is desirous of leaving the employ of the Company, they shall give the Company two (2) weeks notice in writing.

ARTICLE 24 - SEVERANCE PAY

24.01 Upon layoff, other than a temporary layoff, a full time employee will have the option to choose severance pay in amounts, and under the conditions as follows:

(a) An Employee who has completed two (2) years continuous service will receive one (1) week of pay for each year of service or part there of up to twenty-six (26) weeks.

(b) An employee choosing severance pay may do so in writing, acknowledging that seniority is relinquished within fifteen (15) days of layoff.

(c) No compensation will be paid if an employee is given advance written notice of termination equal to the number of weeks for which the employee is eligible.

(d) The Employer may give a combination of written notice and compensation equal to the number of weeks= pay for which the employee is eligible.

(e) Once an employee has received severance pay he/she will be removed from the recall list and will be deemed to have resigned from his/her position.

- (f) Notice or compensation is not provided if:
 - (i) the employee has less than two (2) years of permanent employment;
 - (ii) the employee quits;
 - (iii) the employee is terminated for cause and the grievance procedure does not return the employee to work.

24.02 A Week of layoff@ means a week in which an employee earns less than fifty percent (50%) of the employee=s weekly wages, at the regular wage, averaged over the previous eight (8) weeks.

For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff. A temporary layoff becomes a termination when a layoff exceeds thirteen (13) weeks in any period of twenty (20) consecutive weeks.

24.03 An employee cannot be terminated, served layoff or severed while on annual vacation, leave, strike or lockout.

24.04 If an employee is terminated, laid-off or chooses to not maintain his/her seniority right of recall for twelve (12) months as a result of a layoff, any money owing to him/her must be paid within six (6) days of termination, layoff or notification of the employee cancelling his/her recall rights in writing.

24.05 If an employee terminates his/her employment, the Employer must pay all money owing to the employee within six (6) days, unless two (2) weeks= written notice has not been provided to the Employer, in which case payment will be made no later than ten (10) business days from the employee=s last day of employment.

24.06 Any payment made does not discharge liability for any other payment the employee is entitled to receive, and any payment is not effected whether or not the employee has obtained other employment.

ARTICLE 25 - SURVEILLANCE CAMERAS

25.01 The Employer must not use surveillance cameras to monitor the employees during or after work hours. If cameras are installed for security or other reasons, information from this equipment cannot be used for discipline. The exception is for theft of physical property or information on assault.

ARTICLE 26 - ASSIGNMENTS

26.01 Assignments

- (1) The Employer will honour an employee=s written assignment of wages:
 - (a) To a trade union in accordance with the Labour Relations Code,
 - (b) To a person to whom the employee is required under a maintenance order, as defined in the Family Maintenance Enforcement Act, to pay maintenance,
 - (c) To an insurance company for insurance or medical or dental coverage, sponsored by the Employer and
- (2) The Employer will honour an assignment of wages authorized by this Collective Agreement.
- (3) The Employer may honour an employee=s written assignment of wages to meet a credit obligation.

26.02 Employer=s Duty to Make Assigned Payments

When the Employer deducts an amount from an employee=s wages under an assignment of wages, the Employer must pay the amount:

- (a) according to the terms of that assignment; or
- (b) within one (1) month after the date of the deduction, whichever is sooner.

26.03 How an Assignment is Cancelled

To cancel an assignment of wages, an employee must notify in writing:

- (a) the Employer, and
- (b) the person to whom the wages were assigned.

ARTICLE 27 - WAGE STATEMENTS

27.01 **The Employer shall give each employee their wage statements the day before payday stating all the following:**

- (a) The Employer=s name and address;
- (b) The hours worked by the employee;
- (c) The employee=s wage rate, whether paid hourly or other incentive basis;
- (d) The employee=s overtime wage rate;
- (e) The hours worked by the employee at the overtime wage rate;
- (f) Any money, allowance or other payment the employee is entitled to;
- (g) The amount of each deduction from the employee=s wages and the purpose of each deduction;
- (h) If the employee is paid other than by the hour, how the wages were calculated for the work the employee is paid for;
- (i) The employee=s gross and net wages;
- (j) How much money/hours the employee has taken from the employee=s time bank and how much remains;
- (k) Two (2) banks for overtime - A & B, CONVERTED TO REGULAR HOURS AT TIME EARNED; and
- (l) Two (2) banks for vacation - A & B, DAYS CONVERTED TO HOURS.
- (m) Where a TSM identifies a significant error in her/ his pay and upon confirmation that there is a discrepancy, the employer will provide a petty cash payment or payment by direct deposit to ensure prompt correction for discrepancies of one hundred dollars (\$100.00) net of tax and statutory deductions or higher, within two (2) working days of receiving notice from the TSM.**

ARTICLE 28 - CASUAL EMPLOYEES

28.01 The Union and the Employer agree that a pool of casual employees may be retained by the Employer.

28.02 Casual employees shall be employed only to provide coverage for:

- (a) Persons absent on WCB
- (b) Sickness relief
- (c) Taking of inventory
- (d) Back filling to permit cross training
- (e) Vacation relief
- (f) To meet the demands of processing orders on peak high volume days
- (g) Work-related training

Upon hiring, a casual employee will be scheduled up to a maximum of thirty (30) days for training purposes.

28.03 (a) Casual employees will not accrue seniority and will pay working dues to the Union. If casual employees work five hundred and forty-four (544) straight time hours in seventeen (17) consecutive weeks they may make application in writing and if they do make application they will become a regular employee, in which case, their seniority will be calculated from the first (1st) day of the commencement of the seventeen (17) week period. The wage rate shall then be determined to be at an applicable rate based on seniority and the employee shall be enrolled in Health and Welfare plans in accordance with the provisions of the plans.

(b) Casual employees will not work more than thirty-two (32) straight time hours per week save and except in the case where the casual employee is providing vacation and/or WCB relief.

28.04 Should a casual employee become a regular employee he/she will be required to comply with all provisions of the Collective Agreement, including membership in the Union.

28.05 Casual employees shall not be eligible for statutory holiday pay, vacation time off, or for benefit coverage, except those casual employees that are covered by Workers= Compensation.

28.06 Casual employees shall be paid the start rate as set out in the Collective Agreement, plus a premium of fifteen percent (15%) per hour in lieu of benefits.

28.07 This article is not to be construed as being a vehicle by which the Company may lay off employees for the purposes of converting their status to that of casual employees. But the Parties acknowledge that there may be some reduction in the workforce, while still requiring the use of Casual Employees.

28.08 The services of a casual employee may be dispensed with at any time, at the sole discretion of the Employer, and such a decision shall not be subject to the grievance procedure.

28.09 Casual employees are entitled to all benefits of this agreement except the following:

Article 3.06

Article 4.01

Article 4.02

Article 4.03 (1) and (2)

Article 4.04

Article 7.01 (a) and (b)

Article 7.02

Article 7.06

Article 7.07

Article 8 (In its entirety)

Article 9 (In its entirety)

Article 10.02

Article 10.03

Article 10.04

Article 10.05

Article 10.06

Article 10.07

Article 11

Article 16 Layoffs due to tech change

Article 17.01

Article 18.01

Article 18.02 (Jury Duty, etc. - losses of wages)

Article 19.01

Article 19.03

Article 21.02

Article 21.05 (Safety Boots)

Article 23.01 (Notice Pay)

Article 24 Severance Pay

- 28.10 A casual employee who has not completed five hundred and forty-four (544) hours in seventeen (17) weeks, and who is successful in obtaining a full time position shall serve a probationary period, as per Article 3.03.
- 28.11 A casual employee who has completed five hundred and forty-four (544) hours in seventeen (17) weeks shall not be required to serve a probationary period.
- 28.12 For the consideration of the use of a casual employee pool, the Employer will, commencing in December 2003 allow at least three (3) employees off on vacation at any time in the months of July, August or December.
- 28.13 Casual employees will be advanced, upon receipt of an original receipt, up to a maximum of one hundred dollars (\$100.00) for the purposes of purchasing safety boots.

Should the casual employee remain in the employ of the Company for ninety (90) days, the advance will be deemed to be a reimbursement of safety boots and will not require repayment.

If the employee resigned their employment before ninety (90) days, the pro-rated balance of the advance will be taken from their final pay.

APPENDIX A - WAGES

	Current	Jan.1/ 08	Jan.1/ 09	Jan.1/ 10
After 1 year of continuous employment	\$12.45	\$12.45	\$14.00	\$14.00
After 2 years of continuous employment	\$14.20	\$14.20	\$14.50	\$14.50
After 3 years of continuous employment	\$14.90	\$14.90	\$15.00	\$15.00
After 4 years of continuous employment	\$15.40	\$15.40	\$15.60	\$15.60
After 5 years of continuous employment	\$16.00	\$16.00	\$16.20	\$16.20
After 6 years of continuous employment	\$16.60	\$16.60	\$16.80	\$16.80
After 7 years of continuous employment	\$17.35	\$17.35	\$17.55	\$17.55
After 8 years of continuous employment	\$17.60	\$17.60	\$17.80	\$17.80
After 9 years of continuous employment	\$18.55	\$18.55	\$18.75	\$18.75
After 10 years of continuous employment and each year thereafter	\$19.15	\$19.72	\$19.85	\$19.85

- **Any adjustments to salary will only be made effective as of the TSM's anniversary date**
- **Appendix B – 2010 wages shown as 0% increase over 2009. Should Henry Schein Canada Inc. determine a salary increase for the national non-union population for 2010, the same percentage increase will be applied to the wage structure for 2010, to be divided amongst the union membership at their discretion. Either the same percentage will be applied across the board to all members regardless of years of service, or the overall pool of wage increases will be applied based on other factors, such as years of service.**
- **The amounts shown are retroactive to the TSM's personal anniversary date.**
- **Retroactive adjustment will be paid only to TSMs employed by Henry Schein at the time this wage scale and collective agreement are ratified.**

APPENDIX B - PENSION PLAN

	PENSION PLAN	
Eligibility	After 24 months of continuous service	
Employer Contributions	100% match of employee contributions	
Employee Contributions* (required contributions, if You are a member of the plan)	Less than 2 years of service	0%
	Greater than or equal to 2 years of service & less than 6 years of service	1%
	Greater than or equal to 6 years of service & less than 9 years of service	2%
	Greater than or equal to 9 years of service & less than 13 years of service	3%
	Greater than or equal to 13 years of service & less than 17 years of service	4%
	Greater than or equal to 17 years of service	5%
Vesting & Locking-in	Two (2) years plan participation except where provincial legislation dictates earlier vesting. Once vested the funds are locked-in.	
Withdrawals while employed	Not permitted.	

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year above written.

**SIGNED ON BEHALF OF
THE COMPANY**

**SIGNED ON BEHALF OF
THE UNION**

Director, Human Resources

President

President

Secretary

Business Manager