

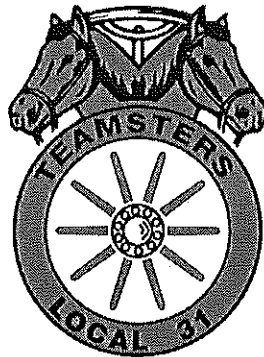
# COLLECTIVE AGREEMENT

BETWEEN

# **TEXCAN**

*Division of Sonepar Canada Inc.*

AND



**JANUARY 1, 2011  
TO  
DECEMBER 31, 2013**

**TEXCAN, DIVISION OF SONEPAR CANADA INC.  
COLLECTIVE AGREEMENT  
TABLE OF CONTENTS**

<b>ARTICLE</b>	<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
1	1	RECOGNITION	1
1	2	UNION COOPERATION	1
2	1	BARGAINING AUTHORITY	1
3	1	POSTING OF AGREEMENT	1
3	2	CHECK-OFF	1
3	3	UNION SHOP	1
3	4	UNION SECURITY	2
4	1	FULL-TIME EMPLOYEE	2
4	2	PART-TIME EMPLOYEE	2
5	1	CONFLICTING AGREEMENT	2
5	2	TRANSFER OF COMPANY TITLE OR INTEREST	2
5	3	NEW EQUIPMENT AND CLASSIFICATIONS	2
6	1	SENIORITY	3
6	7	SENIORITY RETENTION	4
6	8	LEAVE OF ABSENCE	4
6	9	TERMINATION OF EMPLOYMENT	4
7	1	MEAL PERIOD	5
7	2	REST BREAK	5
7	3	OVERTIME BREAKS	5
8	1	SAFETY CONDITIONS	5
9	1	PAY PERIOD	6
9	3	RECORD OF EMPLOYMENT	6
10	1	PAID FOR TIME	6
10	2	BEREAVEMENT LEAVE	6
10	3	JURY DUTY	6
10	4	MEDICAL	6
10	5	BENEFIT COVERAGE WHILE OFF WORK	7
10	6	LICENSE TESTS	7
11	1	VACATION ENTITLEMENT	7
11	2	VACATION LIST	7
11	3	VACATION SCHEDULING	7
11	4	NO CARRY OVER	7
11	5	WHEN PAYABLE	7
12		WORK ASSIGNMENTS	8
13		MANAGEMENT'S RIGHTS	8
14	1	PROTECTION OF RIGHTS	8
14	2	CONTROVERSY WITH OTHER UNIONS	8
15		TECHNOLOGICAL AND MECHANICAL CHANGES	8
16	1	INSPECTION PRIVILEGES	9
16	2	SHOP STEWARDS	9

ARTICLE	SECTION	DESCRIPTION	PAGE
17	1	SANITARY CONDITIONS	9
17	2	FIRST AID SUPPLIES	9
17	3	FIRST AID ATTENDANT	9
18		UNIFORMS/PROTECTIVE CLOTHING	9
19		POSTING	9
20		PAID FOR DAY OF ACCIDENT	9
21	1	PAY FOR CHANGE IN CLASSIFICATION	9
21	2	LEADHAND DEFINITION	10
22		WAGES	10
23		HEALTH & WELFARE	10
24	1	REGULAR WORK DAY/WEEK	12
24	2	OVERTIME PROVISIONS	12
24	3	STATUTORY HOLIDAYS	13
25	1	SAVINGS CLAUSE	13
25	2	NEGOTIATIONS FOR REPLACEMENT OF ARTICLES HELD INVALID	14
26		MARGINAL NOTATIONS	14
27	1	GRIEVANCE PROCEDURE	14
27	2	MINISTER OF LABOUR	14
27	3	ARBITRATOR'S DECISION	15
27	4	COSTS	15
27	5	MEETING CHAIRMAN & MINUTES	15
28	1	TERM OF AGREEMENT	15
APP.	A	WAGE SCHEDULE	16
APP.	B	PENSION PLAN	17
APP.	C	UNION/INDUSTRY ADVANCEMENT FUND	18
LOU	1	ARTICLE 24, SECTION 2(e)	19
LOU	2	MODIFIED WORK WEEK	20

## COLLECTIVE OF AGREEMENT

BETWEEN  
**TEXCAN, DIVISION OF SONEPAR CANADA INC.**  
(hereinafter called the “Company”)  
OF THE FIRST PART

AND  
**TEAMSTERS LOCAL UNION NO. 31**  
(hereinafter called the “Union”)  
OF THE SECOND PART

**Gender:** Wherever the use of the male gender is used herein, it shall also apply to the female gender where applicable.

### ARTICLE 1

**Section 1 - Recognition** - It is recognized by this Agreement to be the duty of the Union, the Company or its bargaining agent and the employees to fully co-operate individually and collectively, for the advancement of conditions.

**Section 2 - Union Co-operation** - The Parties agree at all times as fully as it may be within their power to further the interests of the industry.

### ARTICLE 2

**Section 1 - Bargaining Authority** - The Company agrees to recognize the Union as the sole bargaining agent for:

- (a) employees and categories of employees referred to in the Certificate of Bargaining Authority held from time to time by the Union; and
- (b) where applicable all employees for whom the Employer has voluntarily recognized the Union as their bargaining agent; and
- (c) all part-time employees who are covered by the Certificate of Bargaining Authority or are employed pursuant to the terms of this Agreement as employees; and
- (d) all members of the Union shall receive a copy of this Agreement which is binding upon the bargaining authority and every employee in the unit for which the Union has been certified.

### ARTICLE 3

**Section 1 - Posting of Agreement** - The Company will provide a bulletin board in the Company warehouse for the posting of this Agreement and for such notices as the Union or Company may from time to time wish to post. The said Union notices shall be posted and signed by an elected or appointed officer or other authorized representative of the Union.

**Section 2 - Check-Off** - Each new employee when hired by the Company will be informed by the Company that he is to contact the Union office or Shop Steward for the purpose of becoming a Union member and signing the authorization card authorizing the Company to deduct from his earnings Union initiation fees, Union dues and/or other assessorial charges as levied against him in accordance with the Constitution and By-Laws of the Union of which he is a member and so indicated on the monthly or quarterly check-off list as provided by the Union to the Company. The Company shall remit same to the Union not later than fifteen (15) days from the date that the deduction was made from the employee's wages.

### Section 3 - Union Shop

- (a) Every employee of the Company covered by this Agreement shall be a member of the Union in good standing during the whole of the term of this Agreement as a condition of employment with the Company, save as hereinafter expressly provided.
- (b) When additional employees are required within an area which is serviced by a permanently established and operating Union hall, the Company shall give the Union the opportunity to supply suitable Union members for employment.

- (c) In the event that a person, not a member of the Union, is taken into employment by the Company, such person shall make application to join the Union and if approved by the Union shall join the Union within three (3) days of his hiring, and shall be added to the checkoff list forthwith. In the event the person is not approved such person shall be replaced forthwith.
- (d) The Company shall furnish to the appropriate Union area office designated in writing by the Union, a list of new employees taken into employment by the Company showing the location of their employment within seven (7) calendar days of their being hired.

#### **Section 4 - Union Security**

- (a) Every piece of mobile equipment, used by the Company, categories of which are set out in Appendix “A”, shall be operated by a member of the Union. In the event the Company on any basis uses equipment or vehicles, other than its own whether hired, leased or otherwise, no member of the bargaining unit shall have his normal earnings or security of employment affected, whether it be by lay-off, termination, or reduction in hours or otherwise.
- (b) All storing and handling of merchandise or other goods or materials shall be carried on by Company employees, members of the Union, categories of which are set out in Appendix “A” where such work is under the control of the Company. It is understood this provision shall not apply to public warehousing facilities fully utilized.
- (c) Wherever physically possible and where such work is under the control or direction of the Company, all equipment shall be loaded and unloaded by the employees of the Company, members of the Union. The practice of loading and unloading equipment by other than employees of the Company where such work is under the control or the direction of the Company shall not be increased, and shall wherever possible be discontinued.
- (d) The Company agrees not to contract out any work normally performed by employees covered by this Agreement.

#### **ARTICLE 4**

**Section 1 - Full-time Employee** – An employee is classified as regular full time upon completion of his probationary period.

**Section 2 - Part-time Employee** - An employee is classified as part-time when replacing a regular full-time employee on leave or employed for a specific term certain project.

Part-time employees shall accumulate no seniority and shall be exempt for coverage under the Health & Welfare Plan.

Upon reclassification to full-time, the part-time employee shall be credited with seniority effective from the first day of employment.

#### **ARTICLE 5**

**Section 1 - Conflicting Agreement** - The Company agrees not to enter into any agreement or contract with employees of the Company, members of the Union, individually or collectively, which in any way conflicts with, the terms and provisions of this Agreement. Any such agreement will be null and void.

**Section 2 - Transfer of Company Title or Interest** - This Agreement shall be binding upon the Parties hereto, their successors, administrators, executors and assigns. In the event an entire business or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, such business or any part thereof shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall notify the Union in writing not later than the effective date of the fact of any sale, transfer, lease, assignment, receivership or bankruptcy proceeding, not including financial arrangements thereof.

#### **Section 3 - New Equipment and Classifications**

- (a) Prior to any new classification of employment, for which rates of pay are not established by this Agreement, are established, the Company shall advise the Union. The matter shall become the subject of discussion between the Parties for rates governing such classifications of employment. The Company and the Union shall finalize within thirty (30) days after implementation, an agreed rate and such rate to be retro-active to the date of implementation.

- (b) If the Employer proposes the introduction of equipment in his operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualifies.

The Employer agrees to notify the Union no less than thirty (30) days in advance of the introduction of any such equipment.

## **ARTICLE 6**

### **Section 1 - Seniority**

- (a) Seniority for employees covered by this Agreement shall be the date when each commenced employment with the Company.
- (b) Lay-offs and re-employment shall be based on seniority and it is agreed that the last hired shall be the first laid-off and the last laid-off shall be the first recalled, provided always that the senior employee has the qualifications, ability and efficiency to perform the work available (after basic orientation of up to three (3) days), equal to the less senior employee.
- (c) The exception to the foregoing is where the Workers' Compensation Regulations require a First Aid Attendant. If the First Aid Attendant is a bargaining unit member, the senior employee with the required First Aid Certificate shall be the First Aid Attendant and shall not be laid-off provided there is sufficient work to keep him employed. Senior employees who are on lay-off and who obtain the required First Aid Certificate may bump a First Aid Attendant with less seniority, subject to (b) above.

**Section 2** - When a new job is created or a vacancy occurs, they are subject to seniority and shall be posted promptly for two (2) days in a conspicuous place, stating initial starting time, job description and location. All regular employees shall be entitled to bid on such postings and the Company shall designate, on the original posting, the successful bidder within three (3) working days of the closing date of the posting. Any regular employee absent by reason of accident, sickness or vacation, shall have the opportunity to bid on such job posting or vacancy within three (3) days after he returns to work, provided he is capable and provided such employee is able to commence work in the new job within ninety (90) calendar days of the posting.

The successful applicant on a job vacancy shall be considered to be on a trial period for up to thirty (30) working days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer.

During the trial period, an employee who fails to demonstrate the ability to perform the job of who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequences of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.

**Section 3** - All newly hired employees shall be considered as probationary employees for the first ninety (90) calendar days. There shall be no responsibility on the part of the Company in respect of the employment of probationary employees should they be laid off for lack of work or discharged during the probationary period. However, the Company shall inform the probationary employee as to whether he has been discharged, or laid-off and the reasons.

Upon the conclusion of the probationary period, the employees name shall forthwith be placed on the regular employee seniority list effective from the first day of employment of the probationary period and the employee shall be entitled to all rights and privileges as provided in this Agreement.

**Section 4** - The Company will post a seniority list twice yearly, January and July, setting out the name and date of hiring of each employee. Copies of such lists shall be provided to the Union.

**Section 5** - Seniority shall be lost if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged for cause;
- (c) after a lay-off, fails to report for work within three (3) working days after being given notice of recall by telephone or by couriered or registered letter to their last known address, unless failure proved to be unavoidable; it being understood that the work recalled for is of at least two (2) weeks duration;

- (d) is on layoff beyond retention periods indicated in Section 7;
- (e) is absent without leave without acceptable reason to the Company.

**Section 6** - In the event that the Company purchases a business or any part thereof, the employees of which are covered by a Collective Agreement with a Local Union of Teamsters Local Union No. 31, the seniority of such employee shall be computed from the date that they respectively first became an employee of the business foresaid.

**Section 7 - Seniority Retention** - A laid-off employee shall retain his seniority and recall rights for the following periods after lay-off:

Less than one year seniority	one month for each completed month of service to a maximum of twelve (12) months; 6 months minimum
One year or more seniority	12 months
5 years or more seniority	18 months

Accumulation of seniority while on lay-off will not bring an employee into a longer retention period.

**Section 8 - Leave of Absence**

- (a) (i) When the requirements of the Company's services will permit, any employee hereunder, upon written application to the Company with a copy of said application to the Union, may, if approved by the Company, be granted a leave of absence, in writing (with a copy to the Union) for a period of up to thirty (30) calendar days. When considered by the Company approval or rejection is to be given in writing (with a copy to the Union) and, if approved, such approval may not be withdrawn, except by mutual consent of the employee and the Company. Under such leaves the employee will retain and accrue seniority only.
  - (ii) Such leave may be extended for additional periods of up to thirty (30) calendar days when approved by both the Company and the Union in writing and seniority will accrue during such extensions.
  - (iii) Any employee hereunder on leave of absence engaged in gainful employment without prior written permission from both the Company and the Union shall forfeit his seniority and his name will be stricken from the seniority list and he will no longer be considered as an employee of the Company.
  - (iv) Any employee requesting leave of absence for compassionate reasons shall not be unreasonably denied.
- (b) When a member of the bargaining unit (excluding a probationary employee) agrees to a transfer within the Company to a position outside the bargaining unit, he shall maintain but not accumulate seniority for ninety (90) days, after which his seniority shall be terminated. The Union shall be notified of such transfer. Employees promoted to a sales position shall maintain seniority for six (6) months.

**Section 9 – Termination of Employment**

- 1) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.
- 2) The employer's liability for compensation for length of service increases as follows:
  - (a) after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks wages;
  - (b) after three (3) consecutive years of employment, to an amount equal to three (3) weeks wages plus one (1) additional weeks wages for each additional year of employment, to a maximum of eight (8) weeks wages.
- 3) The liability is deemed to be discharged if the employee
  - (a) is given written notice of termination as follows:
    - (i) one (1) weeks notice after three (3) consecutive months of employment;
    - (ii) two (2) weeks notice after twelve (12) consecutive months of employment;

- (iii) three (3) weeks notice after three (3) consecutive years of employment, plus one (1) additional week for each additional year of employment, to a maximum of eight (8) weeks notice;
  - (b) is given a combination of notice and money equivalent to the amount the employer is liable to pay, or
  - (c) terminates the employment, retires from employment, or is dismissed for just cause.
- 4) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by
- (a) totaling all the employee's weekly wages, at the regular wage, during the last eight (8) weeks in which the employee worked normal or average hours of work.
  - (b) dividing the total by eight (8), and
  - (c) multiplying the result by the number of weeks wages the employer is liable to pay.
- 5) 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.

#### **ARTICLE 7**

**Section 1 - Meal Period** - The employees shall, except by mutual agreement between the Parties hereto, take one (1) continuous unpaid period for meals of not less than thirty (30) minutes or more than one (1) hour in any one day. Further, no employee shall be required to take more than a thirty (30) minute period, except between the hours of 11:30 a.m. to 1:30 p.m. No employee shall be compelled to take any part of such meal period before he has been on duty three and one-half (3 1/2) hours or after he has been on duty five (5) hours. However, any employee directed by the Company to stay at work during his meal period will be paid at the regular rate of pay. Effective January 1, 2011, new employees and those employees with less than five (5) years seniority shall not have the option of extending meal periods to more than thirty (30) minutes.

**Section 2- Rest Break** - Any employee shall be entitled to one paid break of fifteen (15) minutes during both the first half and the second half of any shift.

**Section 3 - Overtime Breaks** - Where overtime is expected to be in excess of one (1) hour an employee shall be entitled to a paid rest break of fifteen (15) minutes at the end of his regular shift, except in a situation where interruption of work is not practical in which event the period may be staggered or postponed, and further breaks will be in accordance with Sections 1 & 2 above.

#### **ARTICLE 8**

##### **Section 1 - Safety Conditions**

- (a) **Maintenance of Equipment** - It is to the mutual advantage of both the Company and the employee that employees shall not operate equipment which is not in safe operating condition. No employee will be required to operate equipment that is not in compliance with the appropriate provisions of the law dealing with safety requirements for mobile equipment, i.e. brakes, steering, adequate mirrors, signal lights, or other lighting equipment.
- (b) It shall be the duty of the employee to report in writing on the appropriate forms of the Company, promptly but not later than the end of the shift, all safety and/or mechanical defects on the equipment which they have operated during that shift.
- (c) All defect reports of equipment are submitted to the Warehouse Manager or his designate.
- (d) In the event essential repairs cannot be effected to make the equipment safe, the equipment will be correctly identified and kept out of service until repaired and it shall not be considered a violation of his employment when a Company employee refuses to operate such identified equipment. Identification tags shall be supplied and made available by the Company.
- (e) It shall be the obligation of the Company to direct the repairs as necessary to conform with the safe and efficient operation of that equipment.

## **ARTICLE 9**

**Section 1 - Pay Period** - All employees covered by this Agreement shall be paid by direct deposit not less frequently than on every other Friday all wages earned by such employees to a day not more than eight (8) days prior to the day of payment. The pay week shall commence each Sunday at 00.01 hours. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the dated pay period, the total hours worked, and the total overtime hours worked, either time and one-half or double time, the rate of wages applicable, and all deductions made from the gross amount of wages.

**Section 2** - If an error occurs in an employee's pay cheque and the amount is equal to one (1) day or more, he shall be entitled on request to a cheque being issued in favor of such employee within twenty-four (24) hours.

**Section 3 - Record of Employment** - Except as elsewhere herein provided, upon termination or quitting, the Company shall pay all money due to the employee as soon as possible but not later than seven (7) calendar days thereafter.

**Section 4** – The Company shall include union dues paid by each employee for the previous calendar year in T4 statements.

## **ARTICLE 10**

**Section 1 - Paid for Time** - All employees covered by this Agreement shall be paid for all time spent in the service of the Company. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee reports for work or registers in, whichever is later, until he is effectively released from duty.

**Section 2 - Bereavement Leave** - An employee shall be granted a maximum of three (3) regularly scheduled work days leave, without loss of pay or benefits in the case of death of a parent, spouse (includes common-law), brother, sister, child, grandparents, legal guardian, aunt and uncle.

An employee shall be granted a maximum of one (1) regularly scheduled work day without loss of pay or benefits in the case of death of a parent-in-law, sister-in-law and brother-in-law which includes spouses and grandchildren for the purpose of attending a funeral providing said funeral falls in the work week. Such leave to be for the day of the funeral only.

Bereavement leave is not compensable when the employee is on leave of absence, bona fide lay-off or annual vacation or for hours falling outside the regular work schedule.

Upon giving twenty-four (24) hours notice, an employee shall be granted time off, without pay for the purpose of attending a funeral, provided that the granting of such time off shall not be inconsistent with the efficient operation of the business.

**Section 3 - Jury Duty** - If an employee is called or selected for Jury Duty, the Company shall make up the difference of the employee's regular pay and the amount received for such Jury Duty for a maximum period of fifteen (15) working days. If called as a witness for the Company, the employee shall receive his regular pay while absent from work. If an employee is called for Jury Duty but not selected, he will return to work within a reasonable length of time.

This clause will have no application for an employee on leave of absence or when receiving benefits under the health and welfare plan, annual vacations, Workmen's Compensation, or as otherwise covered by this Agreement.

### **Section 4 - Medical**

- (a) Any Company or Government required physical or medical examination shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours and provided further the examination is required for bona fide reasons.

Where a full-time employee is required by the Company for bona fide reasons to take a medical outside of his regular hours of work, the Company shall pay to a maximum of two (2) hours straight time wages for such time spent including instances where an employee is returning to work or is about to return to work following illness or disability.

- (b) If following a medical examination under (a) of this Section, the employee is dissatisfied with the decision of the Company doctor, the employee may seek a decision from his personal doctor. Should the decision of the Company's doctor and the employee's doctor differ, the Company or the Union is entitled to direct that the employee be examined by a medical specialist, whose specialty covers the disability. The Company's doctor and the employee's doctor together, shall then select such a

specialist. The decision of the medical specialist shall be final and binding upon the Parties involved and the employee shall not suffer loss in wages or health and welfare plan benefits whichever applies as a result of such examination(s).

- (c) An employee who has been absent from work because of illness or accident shall not suffer a reduction in his regular wages only because the Company requires a medical examination prior to the employee resuming work. If such employee is entitled to work under seniority and recall procedures, he will be paid his regular wages for each day or days until he returns to work, provided the Company medical examiner certifies the employee fit to resume work.

**Section 5 - Benefit Coverage While Off Work** - If a covered employee is off work due to injury or illness the Company will, for up to twelve (12) months, pay the premiums for the employee's Medical, EHB, Insurance and Dental Plans.

When an employee returns to work, the Company shall deduct from his earnings any monies the Company has paid out in respect of his contributions.

In the event any employee does not return to work and the employee refuses or neglects on demand at his last known address to make restitution for such monies paid out, the Union shall then reimburse the Company for said amount.

**Section 6 - License Tests** - Whenever it becomes necessary for an employee to undertake tests for renewal of equipment operating licenses, the Company shall upon request provide appropriate equipment for this purpose. Time taken off for such purpose shall be paid for at the employee's straight time rate.

## **ARTICLE 11 - VACATION TIME**

**Section 1 - Vacation Entitlement** - Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

<b><u>Years of Continuous Service</u></b>	<b><u>Vacation Period</u></b>	<b><u>Vacation Pay</u></b>
Less than one (1) year		4% of earnings commencing from date of employment
One (1) year but less than three (3) years	2 weeks	4% of earnings commencing from date of employment
Three (3) years but less than ten (10) years	3 weeks	6% of earnings commencing from the 2nd anniversary date
Ten (10) years but less than twenty-five years	4 weeks	8% of earnings commencing from the 9th anniversary date
Twenty-five (25) years and over	5 weeks	10% of earnings commencing from the 24 <sup>th</sup> anniversary date.

**Section 2 - Vacation List** - The Company will post a vacation eligibility list by January 1st on which employees will set out their preferences not later than March 1st. Subject to the Company's production requirements and Section 3, senior employees will be given preference in selecting their vacation period. Seniority preference in selecting vacation periods will not apply after March 1st.

The approved and assigned vacation schedule will be posted on March 15th. The posted vacation schedule may only be changed by mutual agreement.

**Section 3 - Vacation Scheduling** - Two weeks' vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned and the convenience of the employer, having regard to the necessity of maintaining production.

**Section 4 - No Carry Over** - Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the calendar year.

**Section 5 - When Payable** - Provided seven (7) days notice is given, employees may request and will be provided with a portion of accrued vacation pay up to the equivalent to the week(s) to be taken, on the working day preceding their vacation.

**Section 6** - In the event a Statutory Holiday falls during an employee's vacation, the employee will be allowed a day off without pay in lieu of such Statutory Holiday, either immediately preceding or immediately following his vacation period, or such other time as may be mutually agreed between the employee and the Company. Such day off without pay in lieu of a Statutory Holiday will be designated on the approved and assigned vacation schedule posted on March 15<sup>th</sup>.

## **ARTICLE 12 - WORK JURISDICTION**

### **Work Assignments**

- (a) The Company agrees to respect the jurisdictional rules of the Union. Additionally, the Company shall not direct or require its employees or persons, other than the employees in the bargaining unit, to perform work of the employees in the bargaining unit. This is not to interfere with bona fide contracts with bona fide unions.
- (b) In the event that members of a union, other than the Union which is signatory to this Agreement, attempt to encroach on the working practices and arrangements governed by this Agreement or within the Union's jurisdiction rules, the Union reserves the right to inform the employees affected of their obligation to carry out the terms and conditions of this Agreement.

## **ARTICLE 13 - MANAGEMENT'S RIGHTS**

Subject to the terms of this Agreement, all matters concerning the operations of the Company business shall be reserved to the management. The Union acknowledges that the Company has the exclusive right to operate and manage its business in all respects in accordance with its commitments, responsibilities and contracts. The location of warehouses, the products inventories, the customers sold to, the right to decide on the number of employees needed by the Company at any time, the right to use improved methods, machinery and equipment and jurisdiction over all operations, buildings, machinery, tools and employees, are solely and exclusively the responsibility of the Company.

The Union recognizes that it is the function of the Company:

- (a) to maintain order, discipline and efficiency;
- (b) to discharge, classify, suspend or discipline for proper cause, direct or transfer employees from one classification to another;
- (c) to increase and decrease working forces;
- (d) to make or alter from time to time rules and regulations to be complied with by its employees. These rules and regulations are to be filed with the Union;
- (e) an employee will receive a copy of any written reprimand or warning letter placed on his file with a copy to the Union. Such written reprimand or warning letter shall become a permanent part of the employee's personal work history. However, any incident causing such written reprimand or warning letter over a period of twelve (12) months will not be used to compound other disciplinary action against the employee.

## **ARTICLE 14**

**Section 1 - Protection of Rights** - It shall not be a violation of this Agreement or cause for discharge of any employee in the performance of his duties to refuse to cross a legal picket line recognized by the Union.

**Section 2 - Controversy With Other Unions** - If a dispute arises as the result of the employees handling or transporting any commodities for a company or business that is being legally picketed by a Local Union of Teamsters' Canada, the Company and the Union shall immediately meet with the objective of arriving at a mutually satisfactory solution.

**Section 3** - It is agreed, in the event of a strike, among the employees of any other firm with which the Company does business, the Company will not ask its employees to perform any labour they do not ordinarily perform.

**Section 4** - It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

## **ARTICLE 15 - TECHNOLOGICAL AND MECHANICAL CHANGES**

If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom this collective agreement applies, the Parties agree to be governed by the terms of the Labour Code of BC.

## **ARTICLE 16**

**Section 1 - Inspection Privileges** - Authorized agents of the Union will request and have access to the Company's establishment during working hours for the purpose of investigating conditions related to this Agreement and shall in no way interrupt the Company's working schedule.

### **Section 2 - Shop Stewards**

- (a) The Union shall elect or appoint Shop Stewards from among its members in the bargaining unit and shall notify the Company in writing forthwith of such appointments and deletions of those employees so elected or appointed. The Company will recognize Shop Stewards and not discriminate against them for lawful Union activity. The Company will notify the Union forty-eight (48) hours prior to dismissal of a Shop Steward.
- (b) Shop stewards may present grievances to the Company on Company time where such presentation does not unduly affect the Company's operations. No other paid time shall be used for the processing of grievances without the Company's prior permission.

## **ARTICLE 17**

**Section 1 - Sanitary Conditions** - Where possible, and where required, the Company agrees to maintain adequate, clean, sanitary toilet facilities, lockers, lunchrooms and washrooms having hot and cold running water, with proper ventilation. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

**Section 2 - First Aid Supplies** - The Company shall provide first-aid provisions in accordance with the Workers' Compensation Act.

<b><u>Section 3 - First Aid Attendant</u></b>	Level I	\$0.15 per hour over classified rate
	Level II	\$1.00 per hour over classified rate

Any employee holding a first aid certificate recognized under the Workers' Compensation Board regulations who is designated by the Company to carry out duties of a first aid attendant, shall receive in addition to his regular rate as provided in Schedule "A" herein, a premium equivalent to the certificate required.

The Company will reimburse the cost of tuition and course fees for certification and re-certification of any designated First Aid Attendant upon successful completion of an approved course.

## **ARTICLE 18 - UNIFORMS/PROTECTIVE CLOTHING**

Where any employee is required to wear any kind of uniform or coveralls as a condition of continued employment, such uniform or coveralls shall be furnished and maintained by the Company at no cost to the employee.

However, the employee must furnish at his own expense suitable clothing, shoes, gloves and winter weather protective clothing in order to perform his job efficiently and safely, except the Company will provide one (1) pair of safety-toed boots for each regular full time non-probationary employee upon completion of the probationary period.

Thereafter, the Company will replace safety-toed boots as required but no more often than one pair in each contract year.

## **ARTICLE 19 - POSTING**

Employees shall be notified before quitting time the day previous to their not being required for duty, except as otherwise mutually agreed by the Parties hereto.

## **ARTICLE 20 – PAID FOR DAY OF ACCIDENT**

**Paid-For Day of Accident** - If an employee, after starting work, meets with an accident which incapacitates him from carrying on his duties, he shall be paid his full day's wages as deducted from the employee's sick leave bank for the day of his injury, provided he is not in receipt of compensation from the Workers' Compensation Board for that day.

## **ARTICLE 21**

**Section 1 - Pay For Change in Classification** - When an employee from a higher rated classification is requested to work temporarily or until permanently re-classified at a lower-rated classification, he shall continue to be paid at the rate paid for the higher-rated classification.

Where an employee from a lower rated classification is required to work in a higher rated classification for one (1) hour or more, he shall be paid the higher rate for such time. Where an employee from a lower rated classification is requested to work in a higher rated classification for four (4) hours or more, he shall be paid for the entire day at the rate paid for the higher rated classification.

An employee who is required, as a condition of employment, to be the holder of a valid and subsisting license shall receive the appropriate rate of pay for whichever license he is required to hold. This shall not apply if an employee exercises his seniority into a different classification.

**Section 2 - Lead Hand Definition** - A Lead Hand, when so designated and classified by the Company, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to directly hire, fire, suspend or discipline members. He shall be a member of the Union and shall have seniority in accordance with Article 6 herein.

#### **ARTICLE 22 - WAGES**

The regular hourly rates paid shall be those set out in Appendix "A" attached hereto and forming part of this Agreement.

#### **ARTICLE 23 - HEALTH & WELFARE**

The Employer agrees to continue to provide a Health & Welfare Insurance Plan for its employees as outlined below:

Notwithstanding any provision in this Article, the obligation of the Company to provide health and welfare benefits is limited to paying the indicated premiums for the appropriate levels of coverage.

The benefits provided under this Article will be subject to the terms of the insurance contracts between the Company and the Insurance Carrier.

The Parties recognize that the Plan may contain restrictions, exceptions, qualifications, and other terms affecting entitlement to benefits. Questions of entitlement and eligibility will be determined by the terms of the insurance plan.

Should the Federal or Provincial government introduce legislation, the effect of which is to supplement or overlap the existing welfare plans, the Company's liability shall be limited only to the level of the present cost to the Company.

Beginning the first day of the month following three (3) continuous months of employment, each regular full time employee is eligible to participate in the Company's Health & Welfare program.

The cost of providing coverage shall be borne by the Company, excluding LTD., W.I. and optional Life and A.D. & D.

<b><u>Basic Life</u></b>	Employee:	3 x basic salary
	Spouse:	\$25,000
	Children:	\$ 2,000
<b><u>AD &amp; D</u></b>	Employee:	3 x basic salary
	Spouse:	None
	Children:	None
<b><u>Optional Life</u></b>	Employee:	Up to \$200,000
	Spouse:	Up to \$200,000
	Children:	In units of \$10,000; Termination at age 65 Up to \$30,000; in units of \$3,000
	100% Employee Paid	
<b><u>Optional AD &amp; D</u></b>	Employee:	Up to \$200,000
	Spouse:	Up to \$200,000
	Children:	In units of \$10,000; Termination at age 65 Up to \$30,000; in units of \$3,000
	100% Employee Paid	

**Health**

Deductible: None  
Generic Drugs: 90%  
Brand-Name Drugs: 80%  
Other Eligible Expenses: 100%

**MSP**

100% Employer Paid

**Vision Care**

Exams every 24 months for adults, and every 12 months for children under age 18  
Glasses and Lenses – for children under age 18 only  
Up to \$200 every 12 months per child

**Dental**

Deductible: \$25 per person, \$50 per family, per year  
Basic Service: 80%  
Maximum: \$1,500 per year per person for basic and major services combined  
Major Restorative Services: 50%  
Maximum: See above  
Orthodontic Service: 50%  
Maximum: \$3,000 in a lifetime per person

**Short-Term Disability**

66.7% of basic weekly salary, maximum benefit of \$1,200 per week  
Duration of payment is 15 weeks  
Begins 1<sup>st</sup> day of disability in case of accident or hospitalization  
8<sup>th</sup> day of disability in case of illness

100% Employee Paid

**Long-Term Disability**

65% of first \$25,000 of annual basic salary, plus 45% of the excess, maximum benefit of \$15,000 per month  
Benefits are indexed each year after three years of disability  
Duration of payment is to age 65  
Begins after short term disability  
Note: The LTD coverage is not optional

100% Employee Paid

**SICK LEAVE POLICY**

Employees will continue to be covered for wage replacement in the event of sickness as follows:

1. Non-probationary employees will earn ½ sick day per month worked effective the month following three (3) months of employment.
2. Accumulated sick leave is redeemable only for illness or injury. Any absence may require a doctor's certificate. A premeditated day off will not be considered a sick day.
3. In order to be involved in this plan, time sheets are required for tracking purposes.
4. Total accumulated sick days cannot exceed ten (10) days.
5. Sick leave days accumulated will have no cash benefit.
6. Where it is anticipated that an employee's absence due to illness or injury will result in the employee being eligible for Long Term Disability benefits, the Employer will double the amount of sick pay accumulated to the employee at the time of initial absence to a maximum total of ten (10) days.

- ie. i) an employee having four (4) days accumulated sick pay at the time of absence due to injury or illness will receive an additional four (4) days sick pay from the Company should it be expected that the employee will be absent beyond seventeen (17) weeks.
  - ii) an employee having seven (7) days accumulated would receive an addition three (3) days sick pay from the Employer.
7. When an employee is off work for three days or longer and the employer requests a doctor's note for confirming the reason for the absence was illness, the employee shall be reimbursed for any charges made by the doctor in providing the note. A receipt is required.

## **ARTICLE 24 - HOURS OF WORK**

### **Section 1 - Regular Work Day/Week**

- (a) Except as hereinafter provided, the regular work day shall consist of eight (8) consecutive hours of work between 6:00 a.m. and 6:00 p.m., not including the meal period. The regular work week shall consist of five (5) eight (8) hour days.

- (b) **Shift Differential** - Any employee who works outside of the regular hours of work indicated in Section 1 (a), shall receive seventy-five cents (\$0.75) per hour as a shift premium for such hours, excluding hours for which overtime rates are applicable.

(c) (i) **Daily Guarantee**

- (a) Subject to the exceptions set forth in this Section, any employee reporting for work on his regular shift shall receive a minimum of two (2) hours' pay at his regular wage rate.

- (b) Subject to the exceptions set forth in this Section, any employee commencing work on his regular shift shall receive a minimum of eight (8) hour's pay at his regular wage rate.

**PROVIDED THAT** if eight hours in (b) above is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if:

- A. He voluntarily quits or lays off; or is discharged for cause,
- B. He was previously instructed not to report,

and in any such event or circumstance he shall be paid for the actual time worked at regular wage rates.

- (ii) **Minimum Overtime Call-In** - All employees called in to work after normal shift hours during the week shall be guaranteed two (2) hours' pay at applicable overtime rates. Employees called in to work Saturdays, Sundays and Statutory Holidays shall be guaranteed four (4) hours' pay at applicable overtime rates, plus any Statutory Holiday Pay that is applicable.

**Note:** Hours worked in excess of the above guarantee shall be paid for at appropriate overtime rates.

- (d) **Posting Regular Shift** - The time of an employee's regular shift for the following week shall be posted or given to him prior to the time he completes his current week's work. In the event of failure to post or give such notice, it shall be presumed that the times of his shift for the following week shall be the same as the current week. An employee shall have the same starting time for each day of the week.
- (e) **Record of Employment** - Any employee on lay-off who requests his E.I. Record of Employment shall not be considered terminated.

### **Section 2 - Overtime Provisions** - The Company shall pay overtime rates of wages to every employee entitled thereto as follows:

- (a) all time worked over and above eight (8) hours per day on any shift shall be deemed overtime until a break of eight (8) hours occurs.

- (b) for the first two (2) hours of overtime on any regular day, one and one-half times his regular rate of wages and for all time worked thereafter, the employee shall be paid double his regular rate of wages.
- (c)
  - (i) all hours worked on a Sunday or Statutory Holiday by full time employees shall be paid double the regular rate of wages;
  - (ii) for all full time employees assigned to a Monday to Friday work week, Saturday and Sunday shall be sixth and seventh shifts; and where assigned to a Tuesday to Saturday work week, Sunday and Monday shall be sixth and seventh shifts;
  - (iii) where any full time employee works on his regularly assigned rest day, except Sunday, he shall be paid at one and one-half times his regular rate for the first eight (8) hours and two times his regular rate thereafter.
- (d) For the purpose of this Section the work week shall be from 00:01 Sunday to 24:00 hours Saturday. With respect to Statutory Holidays, the foregoing overtime provisions are in addition to any pay received for the Statutory Holiday.
- (e) Overtime shall be allocated wherever possible to capable senior employees on shift in their classification in a voluntary manner provided, however, that upon reaching the bottom of the seniority list the employee shall be required to work overtime.
- (f) Except in case of emergency or where it is unavoidable, no full-time employee shall work overtime on a sixth (6th) or seventh (7th) shift until all regular employees in their unit have worked the full quota of regular hours, provided there are capable and qualified regular employees amongst those who have not worked their full quota of regular hours. Provided the foregoing has been complied with, seniority will prevail in classifications for the allocation of overtime.
- (g) When the Company requires an employee(s) to work overtime during inventory, the Company will give the employee(s) no less than thirty (30) days notice of such.

**Section 3 - Statutory Holidays** - Pay for holidays when not worked shall be as follows:

Employees shall be paid for time not worked at the regular rate on New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and in the event a Statutory Holiday is proclaimed by the Federal or Provincial Government, such holiday shall be observed as a Statutory Holiday. The rates of pay for these Statutory Holidays will be at the regular applicable work time rate, subject to the following:

- (a) In order to qualify for eight (8) hours' pay for a Statutory Holiday, the employee must have:
  - (i) Thirty (30) calendar days' employment with the Company; and
  - (ii) Must have worked fifteen (15) days within the preceding thirty (30) days to the Statutory Holiday.
- (b)
  - (i) For an employee who does not have a regular schedule of hours and who has worked at least fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked; and
  - (ii) For an employee who has worked less than fifteen (15) of the last thirty (30) days before a Statutory Holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).
- (c) When a Statutory Holiday falls on an employee's regular day off, then such employee will be granted a day off in lieu of such Statutory Holiday on either the last working day preceding or the first working day following such Statutory Holiday.
- (d) Any regular employee receiving a differential or premium pay on a regular basis, shall be paid this differential or premium as part of his regular hourly rate of pay for all statutory holidays for which he is eligible.
- (e) Employees in receipt of Worker's Compensation benefits and employees absent by reason of leave of absence, discharge, termination, resignation or suspension, shall not be eligible for Statutory Holiday pay.

**ARTICLE 25**

**Section 1 - Savings Clause** - If any Article or Section of this Agreement or any of the riders hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by

such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be effected thereby.

**Section 2 - Negotiations for Replacement of Articles Held Invalid** - In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 27 following.

#### **ARTICLE 26- MARGINAL NOTATIONS**

**Marginal Notations** - The marginal Section and Article heading shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

#### **ARTICLE 27**

**Section 1 - Grievance Procedure** - Whenever any dispute arises between the Company and the Union, or between the Company and one (1) or more employees, the employees shall continue to work and the dispute shall be adjusted in accordance with the following procedures.

Time limit to institute this Grievance Procedure.

- (a) termination or lay-off - ten (10) calendar days;
- (b) all other grievances - thirty (30) calendar days.

In any dispute over a pay cheque or pay statement, or any matter thereon the time limit shall be calculated from the date the employee received the pay cheque or pay statement.

**Step 1:** Any grievance of an employee shall first be taken up between such employee and the Company supervisor, however, the employee will be entitled to be represented by a Shop Steward or a Union Representative.

**Step 2:** Failing settlement under Step 1, such grievance shall be taken up between a representative of the Union or a Shop Steward and the Company Supervisor.

**Step 3:** Failing settlement under Step 2, such grievance and any dispute arising between the Union and the Company over the interpretation or application of the provisions of this Agreement, including any dispute as to whether a matter is subject to this grievance procedure, shall be referred to two (2) authorized representatives of the Union and two (2) authorized representatives of the Company. The representatives of the Union and the Company shall exchange statements in writing setting forth their respective positions relative to the matter(s) in dispute at the conclusion of the Step 3 meeting.

**Step 4** If an agreement is not reached under the provisions of Step 3, upon mutual agreement between the Union and the Company, and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final. The above clause shall not be used to delay the Arbitration procedure.

**Step 5** Failing settlement under Step 4, either Party may refer the matter to an agreed upon neutral arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the case.

**Section 2 - Minister of Labour** - If the Parties fail to agree upon a neutral arbitrator within five (5) days (excluding Saturdays, Sundays and General Holidays) after one Party has served written notice on the other Party of its intention to refer the matter to a neutral arbitrator, the Minister of Labour will be requested to appoint a neutral arbitrator.

**Section 3 - Arbitrator's Decision** - The arbitrator shall be required to hand down his decision within fourteen (14) days (excluding Saturdays, Sundays and General Holidays) following completion of the hearing and his decision will be final and binding on the two Parties to the dispute and shall be applied forthwith.

The decision of the arbitrator shall be specifically limited to the matter submitted to him, and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

**Section 4 - Costs** - The cost of the arbitrator will be borne equally by the Union and by the Company.

**Section 5 - Meeting Chairman and Minutes** - Under Step 3, the Company will act as recording secretary and will furnish the Union with a copy of any such minutes. All copies of minutes will be signed by both the Union and the Company representative(s). Under Step 3, the meeting chairman will be rotated between the Union and the Company.

**Section 6** - The Company is obliged to invoke any discipline forthwith, and failing to issue discipline forthwith the discipline is deemed revoked.

## **ARTICLE 28**

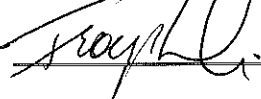
**Section 1 – Term of Agreement** – This Agreement shall be for the period from and including January 1<sup>st</sup> 2011, to and including December 31<sup>st</sup>, 2013. Either Party to this Agreement may, within four (4) months immediately preceding December 31<sup>st</sup>, 2013 give to the other Party written notice to commence collective bargaining.

**Section 2** - After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the Parties under the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement, will be observed and not varied, except by the Parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

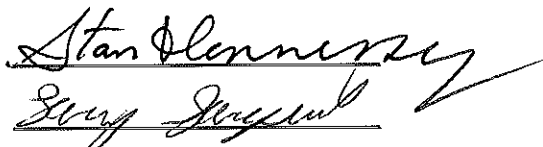
**Section 3** - It is mutually agreed that the operation of sub-section (2) and (3) of Section 50 of the Labour Relations Code of BC is specifically excluded from operation in this Agreement.

Dated at Delta this 12 day of Jan, 2011

TEXCAN, DIVISION OF SONEPAR  
CANADA INC.

  
\_\_\_\_\_  
\_\_\_\_\_

TEAMSTERS LOCAL UNION NO. 31

  
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**APPENDIX “A”**

**WAGE SCHEDULE: (Effective January 1, 2009)**

<b><u>CLASSIFICATION</u></b>	<b>JAN 1/11</b>	<b>JAN 1/12</b>	<b>JAN 1/13</b>
<b>Warehouseman/Forklift</b>			
After 12 Months	19.16	19.56	20.00
After 3 Months	17.75	18.15	18.59
Start	16.00	16.40	16.84
<b>Shipper/Receiver</b>			
After 3 Months	20.24	20.64	20.88
Start	19.70	20.10	20.54

NOTE: “Service” for the purpose of the salary progression shall include any authorized leave of absence and any layoff of less than 2 months duration.

The Lead Hand premium will be \$0.50 above their classified rate of pay.

**APPENDIX "B"**

**TEAMSTERS' NATIONAL PENSION PLAN**

The Company shall contribute to the Pension Plan thirty cents (\$.30) per hour worked on behalf of eligible employees.

Employees shall be eligible for the Pension Plan on the first day of the month following two (2) years service.

Contributions shall be made on a calendar month basis for each eligible employee and the Company shall submit the total contribution to the Union not later than the following calendar month.

The Parties agree that the Company's liability shall be limited solely to providing contributions to the Plan for those eligible employees, as provided in this Collective Agreement.

The following shall be deemed to be periods of work for which contributions are required to be paid by the Company:

- Jury Duty
- Bereavement Leave
- Vacation Pay
- Statutory Holiday Pay

No contributions are required to be paid for; however, the Company is required to report hours for the following based on an employee's regular hours of work.

- a) Worker's Compensation
- b) Weekly Indemnity
- c) Long Term Disability

No contributions are required to be paid for:

- Change in shift penalty
- Call Time – Where a call involves a four hour minimum embodying call time and hours worked, only hours worked are contributed for
- Severance Allowance

**APPENDIX "C"**

**TEAMSTERS LOCAL NO. 31 UNION/INDUSTRY ADVANCEMENT FUND**

The Teamsters Local No. 31 Union/Industry Advancement Fund shall be for the enhancement of all persons dependent upon any industry represented by Teamsters Local Union No. 31.

The Employer shall make contributions of five cents (\$.05) per hour for which wages are payable hereunder for each employee and dependent contractor covered by this Collective Agreement.

Payment of said funds shall be made to the Teamsters Local No. 31 Union/Industry Advancement Fund by the 15th of the month following that to which they refer.

This payment will be dependent and separate from any other payment made to Teamsters Local Union No. 31.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:** TEXCAN, DIVISION OF SONEPAR CANADA INC.

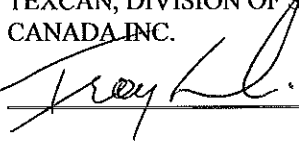
**AND:** TEAMSTERS LOCAL UNION NO. 31

**Subject:** **ARTICLE 24, SECTION 2 (e)**

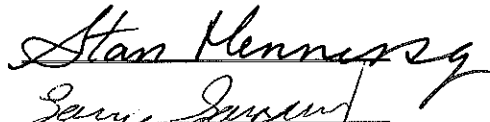

The Union and the Company agree to permit employees to voluntarily limit their overtime to a maximum of eight (8) hours per week except during semi-annual inventory. Should this provision prove to be unmanageable the Union and the Company agree to review this letter.

Dated at Delta this 12 day of Jan, 2011

TEXCAN, DIVISION OF SONEPAR  
CANADA INC.

  
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\_\_\_\_\_  
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TEAMSTERS LOCAL UNION NO. 31

  
  
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**LETTER OF UNDERSTANDING #2**

**BETWEEN:** TEXCAN, DIVISION OF SONEPAR CANADA INC.

**AND:** TEAMSTERS LOCAL UNION NO. 31

Re: **MODIFIED WORK WEEK**

By mutual agreement between the Parties, a modified work week of four (4) days, ten (10) hours per day may be implemented.

The hours of work will be ten (10) hours for which ten (10) hours straight time will be paid. Four consecutive shifts, Monday through Saturday, shall constitute a regular week's work.

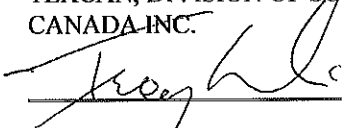
During weeks in which General Holidays occur, employees will receive ten (10) hours pay at their regular straight time wage rate for each Holiday.

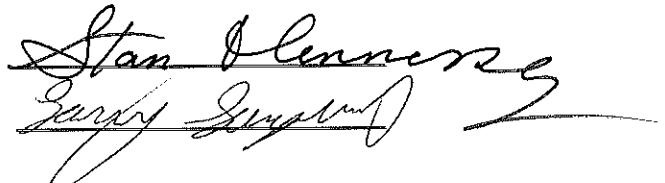
Staffing shall be on a voluntary basis unless the Company cannot obtain enough volunteers to fill the requirements, then the junior person(s) in the required classification(s) will be required to work such shift, subject to their ability to perform the work to be done.

Dated at Delta this 12 day of Jan, 2011

TEXCAN, DIVISION OF SONEPAR  
CANADA INC.

TEAMSTERS LOCAL UNION NO. 31

  
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