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# COLLECTIVE AGREEMENT

*Term of Agreement: March 1, 1996 - February 28, 1999*

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**THIS AGREEMENT** made on the 25th day of February, 1996.

**BETWEEN:**

**KELOWNA ELECTROPLATING LTD.**  
*(hereinafter called "the Company")*

**OF THE FIRST PART**

**AND**

**UNITED STEELWORKERS OF AMERICA,  
LOCAL UNION 2952**  
*(hereinafter called "the Union")*

**OF THE SECOND PART**

## **ARTICLE 1 BARGAINING AGENCY AND RECOGNITION**

- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agency for its employees at and from 2570 Ross Road, Kelowna, B.C. as defined in Article 2 - Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions and conditions of employment.
- 1.02** The Manager and Assistant Manager may perform bargaining unit work provided that it does not directly result in layoff or adversely affect a bargaining unit employee with respect to wages.

**ARTICLE 2 DEFINITION OF EMPLOYEE**

**2.01** The term "*employee*" as used in and for the purpose of this Agreement shall include all employees of the Company, except those employees specified in Article 2.02 hereof.

**2.02** The foregoing section of this Article shall not apply to persons excluded in the Certification granted by the Labour Relations Board.

**2.03** ***GENDER REFERENCES***

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

**2.04** ***NO DISCRIMINATION***

Neither the Union nor the Company in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, colour, creed, national origin, age, sex or marital status.

**ARTICLE 3 MANAGEMENT RIGHTS**

**3.01** The Union recognizes and agrees that except as specifically abridged, delegated, granted, or modified by this Agreement, all of the rights, powers, and authority which the Company had prior to the signing of this Agreement are retained solely and exclusively by the Company and remain without limitation within the rights of management, provided that management rights under this Article shall not be exercised in any way inconsistent with or in violation of any terms or provisions of this Agreement.

**ARTICLE 4 UNION SECURITY**

**4.01** ***MEMBERSHIP***

Each employee shall, as a condition of his hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues from his pay. The authorization shall be in a form provided to the Company by the Union.
- (b) become a member of the Union and maintain membership.

**4.02** ***CHECK-OFF: PROCESS AND PROCEDURES***

The Company agrees to deduct from each employee who has authorized such deduction, an amount equivalent to the monthly dues provided for in the International Constitution of the United Steelworkers of America.

- 4.02 (a)** The dues so deducted shall be remitted, along with a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), within one (1) week after the end of the month payable to:

International Secretary-Treasurer  
United Steelworkers of America  
Unit D Box 34223  
Vancouver, B.C.  
V6J 4N1

- (b)** The monthly remittance shall be accompanied by a statement showing the names of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.
- (c)** Duplicates of the R115 Form [Article 4.02(a)] and the employee deduction statement [Article 4.02(b)] shall be forwarded monthly as follows:

United Steelworkers of America  
1 - 352 Seymour Street  
Kamloops, B.C.  
V2C 2G2

- (d)** Such deduction shall appear on the employee's annual statement of Remuneration (T4 slip).
- (e)** The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

## **ARTICLE 5 HOURS OF WORK**

- 5.01** The provisions contained in this article are established for payroll calculation purposes only and shall not be construed as a representation or guarantee by the Company of any work or employment.
- 5.02** The work day shall commence at the start of the employees regularly scheduled shift and end twenty-four (24) hours later.
- 5.03** A work week for the purposes of this Article shall consist of seven (7) consecutive days beginning at 12.01 a.m., Sunday.

- 5.04** The Company and the Union agree to the following shift schedules:
- (a) ***Eight Hour Shift - Days***
- Eight (8) hours per day, five (5) days per week, Monday through Friday. The normal hours of work shall be 6:00 a.m. to 2:30 p.m..
- (b) ***Eight Hour Shift - Afternoons:***
- Eight (8) hours per day, five (5) days per week, Monday through Friday. The normal hours of work shall be 2:30 pm to 10:00 pm. In addition to their regular rate of pay, employees shall receive a twenty cent (.20¢) premium per hour for each hour worked on the above noted shift.
- (c) ***Ten Hour Shift - Afternoons:***
- Ten (10) hours per day, four (4) days per week, Monday through Thursday. The normal hours of work shall be 2:30 pm to 12:00 midnight. In addition to their regular rate of pay employees shall receive a twenty cent (.20¢) premium per hour for each hour worked on the above-noted shift.
- 5.05** Employees shall have an unpaid lunch break of thirty (30) minutes designated by the Company between the fourth and fifth hour of the shift.
- 5.06** Employees shall have a ten (10) minute coffee break in the first year of the Collective Agreement and effective in the second year of the Collective Agreement a fifteen (15) minute coffee break during the first and second half of each shift.
- 5.07** (a) Modification of, or new shift schedules, shall be made and posted wherever possible, not later than forty-eight (48) hours preceding the scheduled change. Where less than forty-eight (48) hours notice is given the employee(s) shall report for work and the Company shall pay, by the way of penalty, time and one-half (1/2) for the first shift worked following such change. No employee's regular schedule shall be reduced or interrupted to avoid payment of penalty.
- (b) By mutual agreement between the Company and the Union, the regular shifts and starting and stopping times may be changed.
- 5.08** Days off shall be scheduled consecutively.
- 5.09** (a) Overtime work shall be voluntary, except for the junior qualified employee(s) may be required to work.
- (b) Overtime opportunities shall be distributed equitably between the employees who normally perform the work.

**5.10** *Eight Hour Shift*

One and one half (1/2) times the employee's regular hourly rate shall be paid for:

- (i) time worked in excess of eight (8) hours in any twenty-four (24) hour period.
- (ii) time worked in excess of forty (40) hours in a work week.
- (iii) For the first eight (8) hours worked on the employee's scheduled days of rest, provided it results in over forty (40) hours in that work week.

Two (2) times the employee's regular hourly rate shall be paid for:

- (i) time worked in excess of eleven (11) hours in any twenty-four (24) hour period.
- (ii) time worked in excess of forty-eight (48) hours per week.
- (iii) all hours worked on an employees 2nd scheduled day of rest, provided the first day of rest was also worked in that work week.

**5.11** Authorized overtime shall be calculated by rounding upwards to the nearest quarter (1/4) hour.

**5.12** No overtime shall be paid for hours worked in excess of the employee's regularly scheduled hours in a work day because of personal arrangements between employees. Any such arrangements must be made with the express permission of the Plant Manager.

**5.13** In the payment of overtime as defined in this Article, the one basis which results in the payment of the largest amount of overtime shall be used. There shall be no pyramiding of overtime.

**5.14** Where an employee who reports for work for his regular shift and who has not been notified not to report to work (except an employee returning from an unauthorized absence):

- (a) two (2) hours pay at his hourly wage rate, except four (4) hours pay if he commences work.

**5.15** (a) An employee who has already left the Company's premises after the end of his regular shift and is called out to work, shall be paid the applicable overtime rate for each hour worked, from the time he reported for work on call-out to the starting time of his next regular shift, but in any event, he shall be paid not less than the equivalent of four (4) hours at his regular straight time rate. Work performed prior to the commencement to the regular shift shall be paid at overtime rates and does not constitute call-out.

- 5.15 (b)** Employees requested by the Company to attend to Union business outside of regular working hours shall receive their regular rate of pay. The Company will wherever practicable schedule meetings either at the start or end of the employees shift.
- (c)** Payment of call-out does not result in overtime or punitive rates or is not considered as time worked.

## **ARTICLE 6 STATUTORY HOLIDAYS**

**6.01** The Company shall observe the following Statutory Holidays:

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

**6.02** In order to receive holiday pay, an employee must have worked fifteen (15) of the thirty (30) days immediately preceding the holiday.

**6.03** Paid holidays shall begin at 12:00 a.m. on the day of the holiday and terminate at 12:00 a.m. the following day. An employee who qualifies for holiday pay shall receive it in accordance with the following:

- (1)** Regular full-time employees: who work eight (8) or ten (10) hour shifts: eight (8) hours pay;
- (2)** Other employees: The average of his or her daily earnings, exclusive of overtime, for the days he or she has worked in the four (4) week period immediately preceding the week in which the holiday occurs.

**6.04 (a)** If a paid holiday falls within an employee's scheduled vacation period, he shall be scheduled off for an additional day immediately prior to or following the vacation period.

**(b)** Where a paid holiday is observed on an employee's scheduled day of rest, the Company shall designate a substitute day off without pay.

**6.05** An employee required to work on a paid holiday, provided he is entitled to be paid for the holiday, shall be paid two times (2x) his basic hourly rate for hours worked, in addition to his holiday allowance, up to and including eight (8) hours.

## **ARTICLE 7 ANNUAL VACATIONS**

### **7.01 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

- (a)** Full-time employees and part-time employees are entitled to annual vacation and annual vacation pay according to their completed years of consecutive service calculated from their initial date of hire:

<u>Completed Years of Service</u>	<u>Annual Vacation Time</u>	<u>Pay %</u>
Less than 1 year	One (1) day for each month of employment, to a maximum of two (2) working weeks	4% or two (2) weeks pay whichever is greater
One (1) or more but less than 5	Two (2) weeks	4% or two (2) weeks pay whichever is greater
Five (5) or more years	Three (3) weeks	6% or three (3) weeks pay whichever is greater

## 7.02 **VACATION SCHEDULING**

The Company has the right to schedule vacations, taking into account the operational requirements of the Company. Full-time and part-time employees have preference in respect to annual vacations in line with their seniority.

7.03 Employees will receive annual vacation pay to which they are entitled with their regular pay cheques for each pay period.

## ARTICLE 8 **SENIORITY**

8.01 (a) The Parties recognize that job opportunities and seniority shall increase in proportion to the length of service. It is agreed that the term "*seniority*" as used herein shall have reference to any employee's right to a job based upon his length of service since his most recent date of hire, with the Company and his ability to efficiently fulfil the job requirements.

(b) All promotions, transfers, filling of vacancies, lay-offs, training and recall from layoffs shall be done strictly in accordance with the principles set forth in Article 8.01 (a).

(c) Seniority of each employee covered by this Agreement shall be established after a probation period of sixty (60) days worked and shall count from date of employment.

(d) ***Accrual of Seniority***

Seniority shall accrue during:

(i) Lay-off of up to twelve (12) months;

- 8.01** (d) (ii) All approved leaves of absence;
- (iii) Time lost as a result of a compensable illness or injury for which the employee receives wage loss replacement benefits from the Workers' Compensation Board;
- (iv) Leaves in accordance with Maternity and Parental leave provisions as per the Employment Standards Act.
- (e) *Maintenance of Seniority*
- (i) Seniority shall be accrued during non-occupational illness or injury for a period of up to one (1) year; after which the employee's seniority shall be maintained but shall not further accrue for the balance of the illness or injury; and
- (ii) An employee returning to work where seniority has been maintained but not accrued, shall have his anniversary date moved by the same amount of time that seniority was not accruing.
- (f) *Seniority Lost*
- Seniority shall be lost if the employee:
- (i) Receives severance pay in accordance with this Agreement;
- (ii) Resigns or retires;
- (iii) Is discharged for just and reasonable cause and is not reinstated under the Grievance Arbitration procedure;
- (iv) Is absent for three (3) days or more without approval, unless it was not reasonably possible for the employee to contact the Company to request such approval;
- (v) Is on layoff for more than twelve (12) consecutive months; or
- (vi) Does not return to work on the date specified following an approved leave of absence other than medical.

**8.02 SENIORITY LISTS**

- (a) On **May 1st and November 1st of each calendar year**, seniority lists shall be posted. The seniority list shall contain the following information:
- (i) employee's name;
- (ii) length of service from the most recent date of hire;
- (iii) employee's classification;

- 8.02 (b)** The seniority list shall be posted by the Company for a minimum of thirty (30) days. Any objection to the accuracy of a posted seniority list must be lodged with the Company during the thirty (30) days in which the list is posted. Thereafter, the posted list will be deemed valid and correct for all purposes of this Agreement.
- (c)** At the time of posting, a copy of the seniority list shall be forwarded to the Union.

**8.03 LAYOFF AND RECALL**

- (a)** Layoffs laterally or downward shall be based upon an employee's length of service and the ability to immediately, effectively fulfil the job requirements.
- (b)** Employees shall be recalled in order of seniority provided those to be recalled possess the skill and ability to perform the work available.

**ARTICLE 9 SAFETY & HEALTH**

- 9.01** The Company and the Union agree that it is in the interest of all concerned to maintain high standards of safety and health at the Company's operations in order to prevent industrial injury and illness.

To this end, it is expected that all employees and management personnel shall co-operate to promote safe working conditions, practices, and enforcement of reasonable rules of conduct and safety on the property. In the interest of safety the Company will continue with sound safety education and training programmes and will communicate and discuss substantial changes to the programme with the Union and the Union agrees to develop and maintain internal education programmes on accident prevention and health through such media as membership meetings, seminars and Union publications.

If requested the Union agrees to assist the Company in the development of safety educational and training programmes. In order to meet our mutual objectives in matters related to safety and health, a Joint Safety and Health Committee will be established as outlined below.

- 9.02** The Joint Safety and Health Committee shall be composed of not more than two (2) members appointed by the Union, one (1) of which shall be the Union Safety Committee Co-Chairman and one (1) the Kelowna Electroplating Safety Representative, and two (2) members appointed by management, one (1) of which will be the Company Co-Chairman. For each regular member appointed, there may also be an alternate appointed to act in the absence of the regular member. The function of the Committee shall be to recommend solutions to problems relating to the promotion of safety and health on the job site.
- 9.03 (a)** When conducting monthly safety tours of each area of the operation, the Union Safety Chairman (or his alternate), together with the Company Co-Chairman or his designate, shall conduct the inspection.

- 9.03 (b)** Where the Joint Safety Committee makes an inspection and the majority find an unsafe condition, they shall immediately take steps to correct the unsafe condition.
- (c)** After completion of the inspection tour, the Joint Committee shall meet and discuss such safety and health matters as have arisen on the tour. In addition, all reportable incidents in that area in the previous month will be reviewed and further remedies or preventative action may be recommended.
- 9.04** All reportable accidents and reportable incidents shall be investigated in the presence of a Safety Representative
- 9.05** The Company agrees that there shall be regularly scheduled safety meetings on Company time for all employees.
- (a)** reading of the previous meeting's minutes for errors or omissions;
- (b)** outstanding safety items from previous meetings and progress update(s), if any;
- (c)** report of new safety concerns or suggestions.
- 9.06** In dealing with safety and health conditions affecting employees, the Union or members of the Joint Safety and Health Committee shall have access to the operations to investigate and discuss such matters. Access for such investigations shall be arranged by supervisors at a mutually agreed time and Company officials shall accompany Union officials on such investigations.
- 9.07 (a)** An employee has the right to refuse to work where he has reason to believe that:
- (i)** any equipment, machine, device, or thing he is to use or to operate is likely to endanger himself or another employee;
- (ii)** the physical condition of the workplace or the part thereof in which he works or is to work is likely to endanger himself;
- (b)** If an employee refuses to do particular work, he shall promptly report the circumstances of his refusal to his supervisor who shall forthwith investigate the report with the safety representative;
- (c)** Following the investigation and any steps taken to deal with the circumstances that caused the employee to refuse to do particular work, if the employee continues to have reasonable grounds to believe that carrying out the work would endanger himself or another employee then an inspector representing the Workers' Compensation Board shall investigate the refusal to work and shall give his decision in writing as soon as possible, and the refusal shall be at an end;

- 9.07 (d) The employee will be found alternative work until such time the job has been made safe or determined to be safe to work on;
- (e) Pending the investigation and decision of the Inspector under (c), no bargaining unit employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or the part thereof which is being investigated until the job in question has been made safe or determined to be safe to work on;
- (f) No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the rights conferred on him under this Article.

9.08 An employee who is injured on the job and is unable to complete his shift will have his normal earnings maintained for the balance of that shift.

9.09 The Company shall provide an adequate supply of standard protective safety equipment as required, which shall include:

- |                |                     |
|----------------|---------------------|
| Cotton Gloves  | Welding Gloves      |
| Ear Protection | Welding Helmets     |
| Rubber Gloves  | Acid Gear           |
| Safety Glasses | Barrier Cream       |
| Mono Goggles   | Rubber Boots        |
| Respirators    | Safety Belts        |
| Dust Masks     | Safety Face Shields |

Which shall be made available as determined to be necessary by the employee's supervisor. The Company will cover the cost of laundering coveralls on a weekly basis. The employees agree to restrict consumptions of supplies to reasonable levels.

9.10 The Company as required by law will establish and maintain a Workplace Hazardous Materials Information System (W.H.M.I.S.) Training Program to ensure all employees are kept up-to-date with material identification and use.

9.11 The Company shall install adequate heating and ventilating systems and shall comply with the requirements of all applicable laws, in so far as possible.

9.12 The lunchroom shall be adequately heated and lighted and cleaned.

9.13 The Company agrees that the washroom facilities shall be maintained in a clean and sanitary manner. Employees who disregard good housekeeping practices will be disciplined.

**ARTICLE 10 GENERAL PROVISIONS**

- 10.01** Any employee being discharged, laid off, or leaving of his own accord shall be paid all wages due to him as promptly as possible.
- 10.02** The Union shall have the use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting, notices, etc. which may be of interest to the Union members.
- 10.03** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in the City of Kelowna, B.C. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Union at its registered address in the City of Kamloops, B.C.
- 10.04** Representatives of the Union shall have access to the Company's premise during normal working hours. It is agreed that such visits will not interfere with normal operations. The parties will agree on a mutual time for such visits.
- 10.05 (a)** The Company shall, at least every second (2nd) Friday, pay to each employee covered by this Agreement, all wages earned by that employee to a day not more than five (5) working days prior to the date of payment, provided that if a Statutory Holiday falls on the regular payday, payment will be made the preceding day.
- (b)** Employees will receive their pay by deposit to their account at the bank of their choice subject to conditions established by the bank.
- 10.06** The Company may make reasonable workplace rules to be observed by all employees. Changed rules shall be communicated to the employees prior to implementation, which shall include posting on Bulletin Boards. The Company agrees that no rule shall conflict with any term or condition of the Collective Agreement.
- 10.07 (a)** No employee performing bargaining unit work shall be compelled or allowed to enter into any individual contract or agreement with his Company concerning the conditions of employment varying the conditions of employment contained herein.
- (b)** No employee shall be asked to make a written or verbal agreement with the Company varying terms or conditions of this Agreement.
- 10.08** An employee who is temporarily transferred from his regular job shall be paid the wage rate of the job to which he has been transferred, provided such rate is not less than that of his regular job. If the rate of the job to which he is temporarily transferred is less than the rate of his regular job, he shall be paid his regular rate during the period of such temporary transfer. However, if the job that he has been transferred to pays a rate higher than his regular job, he shall then be paid the higher rate, provided the substitution is for four (4) consecutive hours or more.



Coverage terminates: at the earlier of retirement or age 65

◆ ***Long Term Disability Coverage***

All employees 66 2/3% of monthly earnings

Non-evidence maximum: \$2,000

Overall maximum: \$2,000

Benefits begin after: 17 weeks of continuous disability

Benefits are payable to: age 65 or prior recovery

Coverage terminates: at the earlier of retirement or age 65

◆ ***Dental Care Coverage***

All employees & their eligible dependents	basic	100%
	endodontic & periodontal	100%
	major	50%
	orthodontic	50%

**Annual maximum:** unlimited per insured individual for basic, endodontic & periodontal services  
 \$1,500 per insured individual for major restorative services

**Lifetime maximum:** \$1,000 for orthodontic treatment only

Benefits are paid in accordance with the current Dental Association Fee Schedule, including the current Specialist Fee Guide.

Coverage terminates at the earlier of retirement or age 65

◆ ***Extended Health Care Coverage***

All employees & their eligible dependents	hospital (semi-private)	100%
	convalescent hospital	up to 100 days for any one disability
	professional & medical care coverages	100%
	drugs	100%
	paramedical practitioner chiropractor, massage therapist, naturopath,	combined maximum of
	osteopath, podiatrist, psychologist, physiotherapist	

or speech therapist	\$750/12 mos.
hearing aids	\$250/24 mos.
orthopaedic shoes	\$200/12 mos.
private duty nursing	\$10,000/yr.
vision care	\$150/24 mos.

**Maximum:** unlimited

**Coverage terminates:** at the earlier of retirement or age 65

**Waiting period for all benefits:** Two Months

**ARTICLE 12 SEVERANCES**

**12.01 SERVICE ALLOWANCE**

In the event of a permanent closure of the Operation resulting in the permanent layoff of employees, severance will be paid under the following procedure:

- (a) Following six months of employment, all employees, upon termination, shall receive two (2) weeks wages or a pro-rated portion thereof if they have been employed for less than three (3) years. Upon completion of three (3) years employment the amount of pay is increased to three (3) weeks and an additional week of pay is added for each additional year of employment, up to eight (8) years.
- (b) The calculation of wages for the purposes of this section will be pursuant to the Employment Standards Act.

**ARTICLE 13 DURATION AND INTEGRITY OF AGREEMENT**

**13.01 DURATION**

- (a) This Agreement shall be for the period from and including March 1, 1996 up to and including February 28, 1999. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either Party to serve notice to commence bargaining as provided for in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the Parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or

- (ii) the Company commences a legal lockout; or
- (iii) the Parties enter into a new or further Agreement.

- 13.01 (c)** During the continuation period provided in (b) above, neither Party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.
- (d)** Notice to commence collective bargaining must be in written form.

**13.02** ***STRIKES AND LOCKOUTS***

The Union agrees during the term of this Agreement there will be no slow down or strike, stoppage of work or refusal to work or to continue to work. The Company agrees that during the term of the Agreement there will be no lockout.

**13.03** ***LABOUR RELATIONS CODE - SECTION 50(2) AND (3) EXCLUDED***

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

**ARTICLE 14 SHOP STEWARDS**

**14.01** ***MANAGEMENT AND SHOP STEWARDS***

On the request of either Party, the Parties shall meet at least once per month, for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote work place productivity.

**14.02** ***GRIEVANCE CHAIRPERSON***

- (a)** The elected Steward Body may elect from their ranks a person who will be the Chief Shop Steward.
- (b)** The Chief Shop Steward will be recognized by the Company as the official spokesperson on behalf of the Union.
- (c)** The Chief Shop Steward will be involved in the adjustment or resolution of grievances which progress beyond the first step of the grievance procedure.

**14.03** ***MANAGEMENT AND UNION STEWARDS MEETING***

- (a) Upon request a person or persons designated by the Company and empowered to act on a subject will meet with the Union Chief Shop Steward or his designate on a monthly basis, to review problems that may arise concerning the application and operation of the Collective Agreement.
- 14.03** (b) The Chief Shop Steward will be permitted to attend such meetings without loss of pay. The time and location of such meetings shall be mutually agreed upon by the Steward and Management. There will be no premium cost to the Company.
- (c) Minutes shall be kept as a record of the matters discussed during these meetings.
- (d) Where the Chief Shop Steward agrees there are no problems it will not be necessary to convene the monthly meeting.

## **ARTICLE 15 LEAVES OF ABSENCE**

### **15.01 *EMPLOYEE ELECTED TO UNION OFFICE***

- (a) The Company shall grant an unpaid leave of absence to an employee who is appointed or elected to a Union office for a period of up to and including one (1) year.
- (b) A request for such an approved leave must be given to the Company by the Union, in writing, on union letterhead and signed by the representative of the Union two weeks prior to said leave.
- (c) The Company is not obligated to grant such leave to more than one (1) employee at a time.

### **15.02 *JURY AND WITNESS DUTY***

Employees who serve on a jury or as a witness for the Crown, provided the employee or the Union is not a party to the matter, shall be granted leave of absence for this purpose and provided that the employee concerned deposits with the Company any pay received the employee shall continue to receive his full wages for such period of time.

### **15.03 *GENERAL LIMITATION ON LEAVES OF ABSENCE***

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Company, but the granting of such leaves is within the discretion of the Company. The granting of such leaves will be in writing.

### **15.04 *MATERNITY AND PARENTAL LEAVE***

All employees will be afforded all benefits of maternity and parental leave in accordance with the Employment Standards Act.

**15.05** The Company, upon receipt of written notice from the Union, may grant up to five (5) days leave of absence without pay to not more than two (2) employee at any one time, to attend Union education programs and or Union conventions. Provided operational requirements of the Company permit. Written notice shall be given at least ten (10) days prior to commencement of such leave.

**15.06** ***BEREAVEMENT LEAVE***

- (a) An employee will be granted three (3) days off without loss of pay in the event of the death of a member of his immediate family. However, an employee can request additional unpaid time off. Such requests will not be unreasonably denied.
- (b) *"Immediate family"* shall be understood to include the employee's mother, father, son, daughter, sister, brother, spouse, father-in-law, mother-in-law, grandparents, step-parents or grandchildren.
- (c) For the purposes of this Article *"spouse"* shall be defined to include a common-law spouse.

**ARTICLE 16 SALARY ADMINISTRATION**

**16.01** ***WAGE RATES***

The wage rates provided in the attached applicable Appendix shall cover the job classifications of employees within the jurisdiction of Local 2952 of the United Steelworkers of America and shall remain in effect throughout the specified or extended term of this Agreement.

**16.02** ***NEW CLASSIFICATIONS***

It is agreed that the Company has the right to amend existing job classifications and create new job classifications not specifically set out in the attached Appendix of this Agreement. In such circumstances, the Company will set a rate for the new or amended classification and advise the Union. The Union and the Company will discuss the new or amended classification and rate, and will be guided by the existing wage schedule in this agreement.

**ARTICLE 17 TECHNOLOGICAL CHANGE**

**17.01** Where the Company intends to introduce new technological equipment that shall result in decreased hours of work or layoff, the matter shall be discussed with the Union in advance to review the implementation process and discuss any other implications.

**ARTICLE 18 DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- 18.01 (a) (i)** Employees can only be disciplined or discharged for just and reasonable cause.
- (ii)** During the probation period specified in this Agreement, an employee may be discharged if he is unsuitable for status as a regular employee, as determined by the Company.
- (b)** In the event that an employee is disciplined or discharged for any reason, the Shop Steward will be notified and be present at any meeting the Company has with the employee.
- (c)** When the Company finds it necessary to lay-off or discharge a Shop Steward, the Union Staff Representative shall be notified prior to such lay-off or discharge.

**ARTICLE 19 PROCEDURE FOR SETTLING DISPUTES**

**19.01 DEFINITION AND RECOGNITION OF A GRIEVANCE**

- (a)** Any complaint, disagreement or differences of opinion between the Parties respecting the interpretation, application, operation or alleged violation of the Collective Agreement, including any dispute with regard to discipline or discharge, shall be considered to be a grievance.
- (b)** Any such complaint, disagreement or difference of opinion will not be recognized as a grievance unless the grievance procedure is followed.

**19.02 GRIEVANCE PROCEDURE**

- (a) Step One:**

At this step, notice in writing of the grievance must be filed with a person designated by the Company, within ten (10) working days after the occurrence of the alleged grievance or of the date on which the employee first has knowledge of it.

The notice in writing shall briefly but clearly describe the nature of the incident or occurrence which gave rise to the grievance and it shall clearly state the provision of the Agreement which has been violated.

Any meeting between the Parties at this step must involve the employee, the Shop Steward and the Supervisor.

The Management shall answer the grievance in writing within ten (10) days.

**19.02 (b) *Step Two:***

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step One, a further attempt to resolve the grievance shall be made between the employee, the Shop Steward and/or a Union representative and a person or persons designated by the Company.

This step must be taken by notice in writing within five (5) days of the date on which the written answer was delivered in Step One.

**(c) *ARBITRATION/INVESTIGATION PROCEDURE***

In the event that a resolution of the grievance, satisfactory to the Union and the Company, does not result at Step Two, either the Union or the Company may advance the grievance to the next step. The next step involves a selection from the following alternatives:

- (i) The optional grievance procedure provided for in Article 19.03; or
  - (ii) Go to a single Arbitrator as agreed in (e) below.
- (d) If both Parties agree, the grievance may be heard by a single Arbitrator. The Parties shall have five (5) working days to agree on an Arbitrator. Failing such agreement, either Party may request the Minister of Labour to appoint such Arbitrator.

**(e) *ARBITRATION:***

The final step of the grievance procedure shall be full arbitration as provided herein, unless the Parties have previously agreed to be bound by the recommendations of an officer appointed by the Labour Relations Board or by the recommendations of the investigator under the optional grievance procedure or by a single Arbitrator appointed in (e) above.

**(f) *Union and Employer Policy or Group Grievance***

The Union or the Employer may file policy or group grievances. Such grievances shall be filed at Step Two of the grievance procedure.

**19.03 *OPTIONAL GRIEVANCE INVESTIGATION PROCEDURE***

The Parties have agreed to initiate an optional grievance investigation procedure on a trial basis for the specified term of this Agreement, in accordance with the following:

**19.03 (a) Purpose and Scope:**

Recognizing that there are times and circumstances in which it may be necessary to seek third party assistance in the resolution of grievances and in an attempt to find a way in which to bring about such resolutions without incurring the costs and delays associated with formal arbitration proceedings the Parties have agreed to provide for an optional grievance investigation procedure.

The process is intended to complement the grievance and arbitration procedures otherwise provided for in this Agreement. It is not intended to replace those other procedures.

**(b) Optional Grievance Investigation Procedure**

As provided for in Section 103 of the Labour Relations Code of B.C., where a difference arises between the Parties relating to the dismissal, discipline or suspension, or alleged violation of this Agreement of an employee during the term of the Collective Agreement, the Parties will appoint one (1) of the persons named herein as "*Investigators*" or a substitute agreed to by the Parties to:

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

**(c) Cost Sharing**

As provided for in Section 103 of the Labour Relations Code, each Party shall pay one-third (1/3) of the cost incurred in relation to the reasonable remuneration, travelling and out of pocket expenses of the Investigator or his substitute. The remaining one-third (1/3) will be paid by the provincial government.

Each of the Parties shall be separately responsible for all other costs incurred by each of them in relation to the preparation and presentation of their respective cases and submissions to the Investigator.

**(d) Investigators - Alternates Agreed To and Selection**

The Parties have agreed that for the term of this Agreement the following persons shall be recognized as the "*Investigators*" for the purposes of this investigation procedure, subject to receiving their respective consents to their appointment:

*	Vincent Ready	*	Ms. Judi Korbin
*	Colin Taylor		

or such others that may be available from time to time.

**19.03 (e) Option Choice and Timing**

Either Party may choose to implement the investigation procedure provided that all steps of the grievance procedure, prior to reference to arbitration, have been exhausted without a resolution of the difference.

The Party wishing to use the investigation procedure shall notify the other Party of the decision, within five (5) working days of the receipt of the reply at the last step of the grievance procedure. Such notification must be in writing.

**(f) Binding Recommendations**

While the grievance investigation process is intended to yield only non-binding recommendations, the Parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the hearing by the Investigator and confirmed by the Parties in writing.

**19.04 TIME LIMITS**

A grievance or dispute shall commence or be processed within the time limit provided, otherwise it shall be deemed abandoned. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

**19.05 PERSONS AUTHORIZED TO DEAL WITH GRIEVANCES**

- (a)** The Union agrees to provide the Company with a written list of the names of any persons other than Shop Stewards who are authorized to deal with the adjustment or resolution of grievances on behalf of the Union and to provide further written advice of changes made in the list from time to time.
- (b)** The Company agrees to provide the Union with a written list of the names of any persons who are authorized to deal with the adjustment or resolution of grievances on behalf of the Company and to provide further written advice of changes made in the list from time to time.

**ARTICLE 20 HUMANITY FUND**

For the purpose of international aid and development, the Company agrees to deduct on a bi-weekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to :

United Steelworkers of America  
National Office  
234 Eglinton Avenue E., 7th Floor  
Toronto, Ontario  
M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

The first "*Humanity Fund*" deduction as aforesaid shall be for the fifth (5th) week following ratification of this Agreement.

It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.

## **ARTICLE 21 JOB POSTINGS**

**21.01** All permanent vacancies shall be posted for at least seven (7) calendar days. Such postings shall state the required qualifications and shift schedule. The successful applicant will be determined on the basis of seniority and qualifications. When two (2) or more applicants are relatively equal then the applicant having the greater seniority will be selected.

### **21.02 Training**

**(a)** The Company has the responsibility for the efficient operation of the Plant. In recognition, however, of the desirability of providing backup and versatility to ensure continuity of operations and to provide employees with an opportunity to qualify for higher paying jobs, the Company agrees to provide training opportunities as follows:

**(i)** A Joint Union Management Committee will be established of not more than two (2) people from each party.

The committee will establish a training program which will agree to a line of progression within work groups pursuant to Appendix "A".

Further, the committee will establish a progression for work groups also pursuant to Appendix "A". In all cases, training will be offered to the senior person who expresses a desire to train on different jobs.

- 21.02 (a) (ii)** The Company agrees to provide training whenever it is possible and consistent with the efficient operation of the plant.
- (iii)** The parties agree that employees will not receive a higher rate of pay while training, and will only be entitled to the higher rate when qualified to perform the new job.

**ARTICLE 22 LAYOFFS**

The Company agrees that when it is necessary to layoff an employee it will layoff by classification. In all cases of layoff the junior employee in the classification will be laid off.

An employee who is laid off from his classification may displace any employee that has less seniority than himself provided he is qualified to perform the work. The parties agree that displacement may occur laterally or downward.

**ARTICLE 23 RECALL**

The Company will recall laid off employees in order of seniority, provided they are qualified to perform any available work.

**APPENDIX "A"**

**Wage Rates**

**As per Memorandum of Agreement dated February 25, 1996.**

1. Wages - \$1.00 per hour increase for **all employees** effective March 1, 1996 (*except for three (3) employees: Jack Judnick; Josip Kavcic; and Gabriel Markon who have already received this increase*).
2. Wage reopener in 2nd and 3rd years with the right to strike/lockout on wages.
3. The Parties agree to meet at a senior level of Management and Union - i.e. Owner and Union Staff Rep, to attempt to finalize a new Appendix "A" and wage scale and job titles. The meeting will take place within ninety (90) days of ratification. Failure to agree to the above issues may be taken to impasse during the first wage reopener.

**MEMORANDUM OF AGREEMENT**

**BETWEEN:**                   **KELOWNA ELECTROPLATING LTD.**  
*(hereinafter called "the Company")*

**AND:**                         **UNITED STEELWORKERS OF AMERICA,**  
**LOCAL UNION 2952**  
*(hereinafter called "the Union")*

The Parties noted above hereby agree to recommend to their respective principals the following which will form the basis of the first Collective Agreement:

1.     Wages - \$1.00 per hour increase for **all employees** effective March 1, 1996 *(except for three (3) employees: Jack Judnick; Josip Kavcic; and Gabriel Markon who have already received this increase).*
2.     All matters previously agreed prior to and during mediation will remain as agreed.
3.     Term of Agreement - three (3) years from March 1, 1996 to February 28, 1999.  
  
        Wage reopener in 2nd and 3rd years with the right to strike/lockout on wages.

4.     The Parties agree to meet at a senior level of Management and Union - i.e. Owner and Union Staff Rep, to attempt to finalize a new Appendix "A" and wage scale and job titles. The meeting will take place within ninety (90) days of ratification. Failure to agree to the above issues may be taken to impasse during the first wage reopener.

**5.     Article 11 - Benefits & M.S.P.**

<u>Cost Share</u>	<u>Employer</u>	<u>Union</u>
Effective July 1/96	60%	40%
Effective July 1/97	75%	25%

6.     Faramarz Alamshanas will be returned to work with the Company under the following conditions:
  - (i)     No back-pay; time off to constitute a suspension;
  - (ii)    Return to work consistent with seniority and ability;

- (iii) Disclosure of any potential Human Rights problems or complaints to date, and failure to do so will result in an understanding that no complaints exist;
- (iv) An understanding that Marz can perform all work required;
- (v) Marz will be on probation for three (3) months of work and shall any further discipline be necessary, then provided it is for cause then discharge will result.

...2

-2-

- 7. Within sixty (60) days from ratification, the Parties will meet to commence Labour/Management meetings designed to improve relations and communications. The first meeting will be attended by the Owner and Staff Representative along with their committees. Mediator Kelly will chair the first meeting.
- 8. Bob Baker and Randy Harward - Layoff must be resolved in accordance with item #11 below.
- 9. Financial disclosure as per Employer's last offer.
- 10. Add the words: *"...or adversely affect a bargaining unit employee with respect to wages."* - to Employer settlement offer item #3 (a), dated January 19, 1996.
- 11. All terms and conditions of this first Collective Agreement shall be in effect March 1, 1996, except for the effective date of benefits cost sharing. Access to the grievance procedure, layoff and recall seniority shall be retroactive to January 1, 1996.

Signed this 25th day of February, 1996.

**SIGNED ON BEHALF OF :**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**TOM GORDON**  
 President

\_\_\_\_\_  
**STEPHEN HUNT**

\_\_\_\_\_  
**WARREN HJORLIEFSON**

\_\_\_\_\_  
**ROB ENTZMINGER**

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