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# COLLECTIVE AGREEMENT

Term of Agreement: April 1, 1995 - March 31, 1998

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THIS AGREEMENT made the 22nd day of May, 1996,

BETWEEN:

INTERIOR BELTING LTD.  
*(hereinafter called "the Company")*

OF THE FIRST PART

AND

UNITED STEELWORKERS OF AMERICA,  
LOCAL UNION 8637  
*(hereinafter called "the Union")*

OF THE SECOND PART

WHEREAS, the parties agree that it is mutually beneficial and desirable to promote cordial relations and to set forth herein the agreement concerning rates of pay, hours of work and conditions of employment to be observed between the parties and to provide a method for the orderly adjustment of difference and grievances; WITNESSETH, in consideration of the mutual covenants and agreements herein set forth, the parties hereto have mutually agreed as follows:

## ARTICLE 1 RECOGNITION

**1.01 (a)** The Company recognizes the Union as the sole and exclusive bargaining agent for all the Company's employees employed at or from its operations except persons excluded by the Labour Code of British Columbia.

**1.01 (b)** The word "employee" or "employees" whenever used in this Agreement refers to such employees as are covered by this Agreement. Words imparting the masculine gender shall include the feminine and vice-versa.

**1.02** The Company and the Union shall cooperate fully in the promotion and achievement of the matters set forth in the preamble to this Agreement.

**1.03** The Company recognizes that it is not the function of persons of or above the rank of Foreman to perform work normally being performed by an employee in the bargaining unit, except: under emergency conditions; for the purpose of training; to protect Company property; to ensure continuity of operations, provided that no employee(s) suffers loss of wages as a result and that every reasonable effort has been made to obtain a qualified employee for the work in question.

The Company agrees that this clause will not be used to defer the recall of employees on lay off.

The Company agrees that any person not in the bargaining unit, and performs work under this clause will be qualified to perform those duties.

## **ARTICLE 2 MANAGEMENT RIGHTS**

**2.01** Subject to the provisions of this Agreement, the Union acknowledges that the Company has and shall retain the sole, exclusive and undisputed right and responsibility to manage its business, including but not limited to the following:

**(i)** to plan, direct and control operations; to schedule production and other activities; to determine the products to be produced and the methods, processes and means of production or other work; to determine the location of plant and facilities and the extent to which the plant or part thereof shall be operated.

**(ii)** to hire, promote, demote, classify, transfer, assign, reassign and lay off employees and to discipline, suspend and discharge employees for just cause. A claim that an employee has been disciplined, suspended or discharged without just cause may be the subject of a grievance procedure hereinafter described.

**(iii)** to direct the working forces, including the right to decide on the number of employees needed by the Company, or the number of employees required for any task at any time.

**(iv)** to make and alter reasonable rules and regulations to be observed by all employees. The Company shall discuss with the Union any new or changed rule prior to its implementation.

## **ARTICLE 3 UNION SECURITY**

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

(i) authorize the company in writing to deduct union dues from his pay. The authorization shall be in a form agreed to between the Company and the Union.

**3.01** (ii) become a member of the Union and maintain membership.

**3.02 (a)** 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. Such deduction shall appear on each employee's annual Statement of Remuneration (T4 Form).

(b) total earnings shall be deemed to include base rate earnings and all premiums (if any) including shift differentials, vacation pay, statutory holiday pay, weekend pay, overtime pay, call-in and reporting pay, but shall not include any Workers' Compensation payments and payments under any benevolent, sickness or accident plans.

(c) dues shall be deducted each pay period and forwarded along with a completed Summary of Union Dues Form (R115 USWA) each month by the Company as follows:

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

or in a manner as advised from time to time by the Union.

**3.03** A duplicate itemized statement (R115) shall be forwarded as follows:

United Steelworkers of America  
Local Union 8637  
#1 - 352 Seymour Street  
Kamloops, B.C. V2C 2G2

**3.04** The Union agrees to indemnify the Company and save it harmless against any claim which may arise in complying with the provisions of this Article.

#### **ARTICLE 4 NO STRIKES NO LOCKOUTS**

**4.01 (a)** The Union agrees that neither the Union nor its officers, nor its members, shall in any way authorize, encourage or participate in any strike, work stoppage, walk-out, slow-down, or any act of a similar nature which would interfere with, limit, or impede production during the term of this Agreement.

**4.01 (b)** The Company and the Union agree that there shall be no discrimination against any employee because of race, creed, colour, sex, age, nationality, ancestry, place of origin, union membership or activity.

**4.02** The Company agrees that there shall be no lock-out of employees during the term of the Agreement.

**4.03** Picket Lines:

It shall not be a violation of this Collective Agreement if members of this Union respect and/or honour a legal picket line.

## **ARTICLE 5 PROCEDURE FOR SETTLING DISPUTES**

**5.01 (a)** The parties agree that it is desirable that any complaints or grievances should be adjusted as quickly as possible. Employees are therefore urged to try to settle their complaints with their supervisors as soon after they originate as possible.

**(b)** The Company is willing to meet any of its employees, or their representatives, for the purpose of discussing grievances or complaints with the object of reaching a satisfactory solution. In the event of any meeting between any employee(s) and Company representatives that occurs during working hours, such employee(s) shall be paid their hourly rate.

**5.02 (a)** If an alleged violation of this Agreement affects more than one employee or affects the interests of the Union as a party to the Agreement, the Union may sign and file the grievance on behalf of the employee(s) specifying the alleged violation of the Agreement.

**(b)** Should a dispute arise between the Company and any employee regarding the application, operation, interpretation or alleged violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

### **STEP 1**

Within ten (10) days after the alleged grievance has arisen, or within ten (10) days from the time the employee should reasonably have known of the occurrence of the event, the employee and his steward may present the grievance in writing to his supervisor. Failing settlement to the employee's satisfaction within ten (10) days, the employee may process the grievance to Step 2.

**5.03** In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays, and the recognized holidays shall be excluded. Any and all time limits fixed by this Article may be extended by mutual agreement between the Company and the Union.

**5.04 (a)** Any agreement between the Company and the Union shall be final and binding upon the Company, the Union and the employee(s) concerned.

**(b)** Answers shall be given in writing to the Union on a first stage grievance and shall be sent to the grievor and the steward.

**5.05** The grievance procedure shall be carried out on the Company's property, or at such other place or time as the Union and the Company shall mutually agree upon.

**5.06** If it is necessary for a steward or other employee(s) to take time off during working hours in connection with a grievance, he must notify his supervisor and they must arrange a mutually satisfactory time.

**5.07** Pursuant to Section 103 of the B.C. Labour Code:

**(a)** at any time following completion of Step 1 and prior to the appointment of an Arbitrator pursuant to this Article and where a difference arises between the parties relating to the dismissal, discipline, or suspension of any employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready or Brian Williams, or a substitute agreed to by the parties, shall at the request of either party:

**(i)** investigate the difference;

**(ii)** define the issue in the difference; and

**(iii)** make written recommendation to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance and/or arbitration procedure.

**(b)** if mutually agreed, the recommendations shall become a decision binding upon the parties and all others affected.

## **ARTICLE 6 ARBITRATION**

**6.01** Either party must, within thirty (30) calendar days upon the completion of Step 1 of the grievance procedure outlined in Article 5, notify the other party in writing of its desire to submit to arbitration any unsettled grievance relating to the application, operation, interpretation or alleged violation of this Agreement, including any question as to whether the matter is arbitrable.

**6.02** Within seven (7) days following such notice, either party will notify one (1) Arbitrator selected from the following list:

- |    |                    |    |              |
|----|--------------------|----|--------------|
| 1. | Mervin I. Chertkow | 4. | D. Larson    |
| 2. | Vince Ready        | 5. | Colin Taylor |
| 3. | Allan Hope         | 6. | D. A. Sutton |

Selection of an Arbitrator for the first arbitration shall be in alphabetical order until an available arbitrator is found. If none of the arbitrators listed above are available, an appointment shall be made by the Minister of Labour of the Province of B.C., upon request of either Party.

**6.03** The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) days following arbitration render his decision.

**6.04** The Parties shall jointly bear the costs of the arbitration. Each of the parties shall bear the expenses of the witnesses called by it. No costs of arbitration shall be awarded to or against either Party.

**6.05** An Arbitrator named in accordance with this Article shall be governed by the provisions of this Agreement and shall not have the right to add to, delete from, to change, or make any decision contrary to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

## **ARTICLE 7 DISCHARGE AND DISCIPLINE**

**7.01** If it is agreed or decided at any stage of the grievance procedure, except arbitration, that an employee has been suspended or discharged without just cause, the Company shall reinstate him in his job without loss of seniority. A reinstated employee is to be paid his wages at his hourly rate for the time loss limited to a maximum of the employee's regular number of hours per week, less amounts earned during the time loss.

**7.02** Only warning slips and reprimand slips shall be considered as a form of discipline and shall be subject to the provisions of the grievance procedure. A copy of each disciplinary slip shall be sent to the Union.

**7.03** Prior to suspending or discharging any employee a representative of the Union will be notified and must be present before the employee is required to leave his place of work.

## **ARTICLE 8 UNION OFFICERS**

**8.01** The Union shall appoint a steward and notify the Company, in writing, of the name of the steward.

## **ARTICLE 9 SENIORITY**

**9.01** The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, lay-off, termination and re-hiring after lay-off or termination, senior qualified employees shall be entitled to preference.

**9.02** All employees who have not completed thirty (30) calendar days worked within a six (6) month period shall be considered probationary employees and shall have no seniority rights. They may be discharged at the Company's discretion. Such employees shall have the right to grieve in respect to any matter.

**9.03** Upon completion of the probationary period, an employee shall acquire seniority starting at that time and the employee's name shall be entered on the seniority lists according to his most recent hiring date.

**9.04** An employee shall accumulate seniority during his normal employment and seniority shall be maintained and continue to be accumulated during:

(i) An absence due to an occupational accident while the employee is performing work for the Company.

(ii) The period of time an employee is absent and in receipt of the weekly indemnity benefits.

**9.05** Employees with more than one (1) year of service shall retain their seniority for twelve (12) months, plus one (1) additional month for each year of service, up to an additional six months.

**9.06** In the event of lay-off, medical benefits will be continued for three (3) months after lay-off.

**9.07** An employee shall lose his seniority and his name shall be removed from all seniority lists for any one of the following reasons:

(i) if he voluntarily quits his employment with the Company;

(ii) if he is discharged and not reinstated under the terms of this Agreement;

(iii) if he has been laid off due to lack of work for a period in excess of the time stipulated in Article 9;

(iv) if he is laid off and fails to contact the Company within seven (7) days and fails to return to work within fourteen (14) days after he has been notified by the Company by registered mail at his last known address unless he provides a reason which is acceptable to the Company;

**9.07** (v) if he is absent without permission from work for more than two (2) consecutive working days, unless he provides a proven reasonable excuse;

(vi) if he does not return to work within two (2) working days following the expiration of a leave of absence, unless he provides a reason which is acceptable to the Company;

(vii) if he accepts severance pay.

**9.08** The Company shall, for information purposes, maintain up-to-date Company and departmental seniority lists showing each employee's order of seniority with his name, number and his service date. In cases of equality, seniority rank shall be determined by the date of birth in chronological order.

**9.09** An employee who has been displaced from his job or who has been laid off from the Company as a result of the application of the lay-off procedure, shall, when work becomes available, be entitled to be recalled on the basis of his seniority in accordance with Section 9.01.

**9.10** In order to protect their seniority, employees who are laid off must advise the Company in writing of any change of address.

**9.11** An employee who has been absent from work and in receipt of Workers' Compensation, Weekly Indemnity benefits shall return to his former job provided he is reported by his Doctor to be fit to return to work and perform the work in question.

## **ARTICLE 10 SAFETY AND HEALTH**

**10.01** The Company and the Union acknowledge their common concern for maintaining a safe and healthy working environment. In order to effect a thoroughly understood and accepted safety and health program for employees at work it is agreed that joint and cooperative methods should be encouraged.

**10.02 (a)** The Company shall provide an adequate supply of standard protective safety equipment as required, which shall include:

- \* regular work gloves
- \* coveralls
- \* rain slickers
- \* mono goggles
- \* safety glasses
- \* winter hard hat liners
- \* insulated coveralls

All employees required to wear overalls or smocks shall have these supplied and cleaned by the Company at no expense to the employees. Any smock or set of overalls supplied shall be of the proper size to fit the employee. There shall be sufficient changes as required for each job, available each week, to the employees involved, and field servicemen going out on calls shall have extra sets of overalls to take with them when they go out on such calls. Employees working off the premises must wear coveralls or smocks while performing this type of work.

**10.02 (b)** Upon submission of a receipt, employees will be reimbursed eighty dollars (\$80.00) per year toward the purchase of Prescription Safety Glasses.

**10.03** The Union agrees to cooperate with the Company in developing and maintaining a strong sense of safety awareness among employees. In this connection it is recognized that every employee has the right to report unsafe conditions and practices to his supervisor.

**10.04** No employee shall be required to work under conditions which are unsafe or unhealthy. An employee shall immediately report unsafe equipment, practices or conditions to his supervisor and his supervisor shall investigate the unsafe equipment, practice or condition so reported promptly and shall take such steps as appear necessary to correct the unsafe situation.

**10.05** The Company shall send copies of Government report materials to the Union regarding health and safety matters affecting employees while at work. These copies shall be sent whether initiated by the Company or by the Government. The Union shall reciprocate with report materials whether initiated by the Union or the Government.

**10.06** When an employee is injured and the examining Physician recommends that the employee not return to work, he shall be paid at his hourly rate of pay for the remainder of the day on which he was injured. When the examining Physician states that the injured employee is able to return to work on the same day, the employee shall be paid his hourly rate of pay for the total time lost as a result of the injury. The Company shall also provide any transportation required.

## **ARTICLE 11 HOURS OF WORK & OVERTIME**

**11.01** The starting and stopping time, as well as the meal period, shall be mutually arranged by the Company and the Union; it being understood that the meal period shall not be less than thirty (30) minutes.

**11.02** The standard work day shall consist of eight (8) hours worked between the hours of 8:00 a.m. and 4:30 p.m.

**11.03 (a)** The standard work week shall consist of forty (40) hours on day shift, Tuesday to Saturday inclusive. Sundays and Mondays shall be regular days off for this shift, and any work performed on these days off shall be paid at overtime rates.

**11.03 (b)** Tuesday to Saturday Work Week: Sunday and Monday being regular days off, any Statutory Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All Statutory Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday Statutory Holiday.

**(c)** Statutory Holidays will be observed and/or celebrated on normal basis, i.e. holiday on Monday will be celebrated on Monday.

**11.04** If a second shift is employed, the hours of work shall be eight (8) hours per shift.

**11.05** Five (5) shifts shall constitute a regular week's work on all shifts.

**11.06** Time worked in excess of standard hours that is accepted by the employee shall be considered as overtime and overtime rates of pay shall be paid as follows:

(i) Two times (2x) the employees hourly rate of pay will be paid for hours worked in excess of eight (8) hours in a work day.

(ii) Two times (2x) the employees rate of pay will be paid for hours worked in excess of ten (10) hours in a work day and for all work performed on Sundays and Mondays.

(iii) Call Time:

All employees called in to work after normal shift hours shall be guaranteed four (4) hours pay. Employees called in to work on normal days of rest or Statutory Holidays shall be guaranteed four (4) hours pay at double time rates, plus any Statutory Holiday pay that is applicable.

(iv) The Company agrees to give the individual employee the choice between receiving overtime pay or the equivalent time off to a maximum of forty (40) hours at any one time.

**11.07** An employee reporting for work on his regular shift shall receive a minimum of four (4) hours pay at his regular wage rate.

**11.08** Waiting Time:

Employees shall be paid their regular wage rate and receive the free room and board provisions of this Agreement for time spent during the regular work day, while at the scene of a job, waiting to resume work which has been delayed.

**11.09** Layover Time:

Layover time refers to any job site where the employee is required to be away from home. Providing no work is performed on any day that an employee is required to remain in the field, the employee is entitled to a maximum of eight (8) hours time for each of these days, at regular wage rate.

**11.10** Rest Between Shifts:

Employees will have eight (8) hours rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

## **ARTICLE 12 VACATIONS**

**12.01 (a)** Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

<b>Years of Continuous Service</b>	<b>Vacation Pay</b>	<b>Vacation Period</b>
Less than one year month worked	<b>4%</b>	<b>1 day</b> for each major fraction (max. 10 working days).
<b>1 yr. but less than 3 yrs.</b>	<b>4% or 2 weeks</b> }pay at employees	<b>2 weeks</b>
<b>3 yrs. but less than 7 yrs.</b>	<b>6% or 3 weeks</b> }current classified	<b>3 weeks</b>
<b>7 yrs. but less than 14 yrs.</b>	<b>8% or 4 weeks</b> }rate which ever	<b>4 weeks</b>
<b>14 yrs. and over</b>	<b>8% or 5 weeks</b> }is greater at time vacation is taken.	<b>5 weeks</b>

**12.01 (b)** Vacation Entitlement:

An employee working less than 1200 hours per vacation year (cut-off date to cut-off date) will be paid on a percentage of earnings basis.

**(c)** Vacation Pay - When Payable:

The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

**12.02** Vacations will be granted at times most preferable to employees.

**12.03** 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 current year.

**12.04** For the purpose of determining an employee's eligibility, the following will apply:

The service for purpose of determining vacations of each employee covered by this Agreement shall be established after a probation period of thirty (30) calendar days from the date of employment and shall be calculated from date of employment.

**ARTICLE 13 STATUTORY HOLIDAYS**

**13.01** Employees shall receive eight (8) hours pay at their regular rate of pay for each of the following Statutory Holidays, in addition to any wages:

- ◆ New Year's Day
- ◆ Labour Day

- ◆ Good Friday
- ◆ Victoria Day
- ◆ Dominion Day  
(Canada Day)
- ◆ B.C. Day
- ◆ Thanksgiving Day
- ◆ Remembrance Day
- ◆ Christmas Day
- ◆ Boxing Day
- ◆ Easter Monday

**ARTICLE 14 GENERAL PROVISIONS**

**14.01** A notice board will be provided for the posting of Union notices.

**14.02** Adequate washroom and locker facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

**14.03** The Company will supply suitable accommodation where the employees may eat their lunch.

**14.04** On belts of sixteen (16) inches and over, two (2) Company men will be employed. Belts may be vulcanized on the basis of a one-man operation, provided the belt vulcanizing machine sections weigh not more than seventy-five (75) pounds and with the provision that the belt length can be handled by one man if stringing is required. The Company will have the customer supply help for handling vulcanizers sixty-four (64) inches and over.

This provision will not be used to promote assistance by personnel not employed by the Company.

**14.05** The Company agrees to make available to each employee the necessary tools required to carry out the work in the trade. The employees will be responsible for these Company tools, and may be charged for any losses, provided a list is supplied by the Company, and each man signs for a complete tool kit with a lock.

Each employee is expected to take reasonable care of tools supplied by the Company and must report to the Company immediately any loss or damage of tools involved, including knives and blades.

**14.06** Upon submission of a receipt, employees will be reimbursed one hundred dollars (\$100.00) per year towards the purchase of safety approved work boots, provided the employee has worked the minimum of one thousand (1000) hours in the previous year.

**ARTICLE 15 TRAVEL PROVISIONS**

**15.01** Travel Time:

When an employee is required to work at points outside the City of Kamloops, B.C., he shall receive travelling time on the following basis:

(i) Travel time during the employee's regular shift hours, Monday to Friday inclusive or Tuesday to Saturday inclusive, will be paid at straight time rates.

(ii) Travel time authorized by the Company or the customer outside the employee's regular shift hours, Monday to Friday inclusive or Tuesday to Saturday inclusive, will be paid for at time and one-half (1/2).

(iii) Travel time during the employee's regular days off, and Sundays and Mondays and any Statutory Holiday, will be paid for at time and one-half (1/2) to a maximum of eight (8) hours in any twenty-four (24) hour period.

Exceptions to (b) and (c) preceding would be where first-class sleeping accommodation is provided. In this instance, time would cease at 9:00 p.m. and commence at 8:00 a.m. the next day. In addition to travelling time, first class fare, accommodation and board will be provided.

(iv) Workmen completing an out-of-town job at 5:00 p.m. and who have not been requested to return immediately to Kamloops will be allowed expenses for that night and will return in the usual course the following morning.

**15.02 (a) Meals:**

Employees who work one-half (1/2) hours overtime after completion of their regular shift will be provided ten dollars (\$10.00) for a meal. The preceding conditions shall apply every four (4) hours of work thereafter. The minimum time for eating a meal shall be one-half (1/2) hour.

(b) Travel meals and out-of-town meals will be paid for by the Company at a rate of ten dollars (\$10.00) per meal. In those areas where the area rates for meals are more expensive than the aforementioned ten dollars (\$10.00) then the employee will obtain an itemized bill or receipt to submit to the Company for reimbursement.

**15.02 (c)** Employees who work at Highland Valley Copper will be paid twelve (\$12.00) dollars per meal.

**15.03** Where employees work outside the city limits of Kamloops, and return daily, they shall be at such city limits at the starting time and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively be supplied with transportation by the Company. It is understood that where employees reside in the city where the work is being done that they shall report to and finish work at the regular starting and stopping time.

Where an employee returns on a regular basis, a meal allowance is not allowable.

**ARTICLE 16 HEALTH & WELFARE**

**16.01** Medical Services Plan of B.C.

**16.02** Dental Plan:

Basic service Dental plan (A) to provide one hundred percent (100%) of payment of basic service claims, plus Plan (B) to provide fifty percent (50%) of claims. A maximum of one thousand dollars (\$1000.00) per year per person will be paid on these Plans combined.

**16.03**        *Insurance Benefits*

<b>Group Life Insurance</b>	\$50,000.00
<b>Accidental Death &amp; Dismemberment</b>	\$50,000.00
<b>Weekly Indemnity (121/24)</b>	\$ 500.00
<b>Extended Health Benefits</b>	1 - 4 - 28

Premium cost for all of the above coverage to be borne by the Company.

**16.04**        Bereavement Pay:

In the case of death in the immediate family of an employee: husband, wife, child, mother, father, brother, sister, grandparents, mother-in-law, father-in-law, the Company will grant the employee three (3) days' leave of absence with full pay.

**16.05**        Jury Duty:

Employees who serve on a jury shall be granted leave of absence for this purpose and shall continue to receive their full wages for such period of time, provided the employee was scheduled to work on the days of Jury Duty. All monies paid to the employees by the courts will be reimbursed to the Company in full.

**ARTICLE 17 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 18 DURATION OF AGREEMENT**

**18.01** This Agreement shall become effective on the 1st day of April, 1995, and shall remain in full force and effect until and including the 31st day of March, 1998. Either Party may request the negotiations of a new Agreement by giving written notice to the other Party during the four (4) months preceding its termination. The provisions of this Agreement shall remain in effect during such negotiations.

**APPENDIX "A"**

**RATES OF PAY:**

<u>Classification:</u>	<u>Apprentice Experience</u>	<u>Apr.1/95</u>	<u>Apr.1/96</u>	<u>Apr.1/97</u>
<i>Journeyman</i>		23.19	23.65	24.12
<i>Apprentice Scale</i>	0 - 6 months	15.07	15.37	15.68
	7 - 12 months	16.24	16.56	16.89
	13 - 18 months	17.85	18.21	18.57
	19 - 24 months	18.53	18.90	19.28
	25 - 30 months	19.48	19.87	20.27
	31 - 36 months	20.63	21.04	21.46

<i>Part-Time Labourer</i>	12.24	12.48	12.73
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**CONSTRUCTION RATES:**

When performing construction work:

Tradesmen will receive an additional two dollars and fifty cents (\$2.50) per hour.

Includes: Underground work.

**CONSTRUCTION OVERTIME:**

While working, construction overtime will be two times (2x) the basic hourly wage.

In the event that construction rates increase, adjustments will be made to increase wages for the employees of Interior Belting Ltd., while performing construction work.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**INTERIOR BELTING LTD.**  
*(hereinafter called the "Company")*

**AND:**

**UNITED STEELWORKERS OF AMERICA  
LOCAL UNION 8637**  
*(hereinafter called the "Union")*

**RE: RETROACTIVE PAY**

During bargaining the Parties agreed that employees would receive *retroactive* wage increases of two percent (2%) of earnings for all hours worked from April 1, 1995 to March 31, 1996.

Further, the Parties agreed to increase *retroactive* wages to four percent (4%) of earnings for all hours worked from April 1, 1996 to the date of ratification of the Collective Agreement.

The *retroactive* pay will be paid to employees on a separate cheque.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Dale Dryburgh

\_\_\_\_\_  
Stephen Hunt

\_\_\_\_\_  
Brian McKenzie

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**INTERIOR BELTING LTD.**  
*(hereinafter called the "Company")*

**AND:**

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL UNION 8637**  
*(hereinafter called the "Union")*

**RE: BANKING OVERTIME**

The Parties agree to the banking of overtime as outlined below:

1. Employees must notify the Company of their desire to bank overtime.
2. The Company will credit each participating employee's *"Overtime Account"* with an amount equal to all hours paid in excess of the employee's straight time rate, until the employee has achieved eighty (80) hours of credit.
3. Time off shall be taken at times suitable to both the Company and the employee.
4. If the employee has overtime credits in his *"Overtime Account"* on December 31st of each year, he must accept a payout.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Dale Dryburgh

\_\_\_\_\_  
Stephen Hunt

\_\_\_\_\_  
Brian McKenzie

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**INTERIOR BELTING LTD.**  
*(hereinafter called the "Company")*

**AND:**

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL UNION 8637**  
*(hereinafter called the "Union")*

**RE: PAYDAYS**

The Parties agree to change the paydays to every second Thursday.

They further agree to change the cutoff date to the Saturday prior to payday.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Dale Dryburgh

\_\_\_\_\_  
Stephen Hunt

\_\_\_\_\_  
Brian McKenzie

**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**INTERIOR BELTING LTD.**  
*(hereinafter called the "Company")*

**AND:**

**UNITED STEELWORKERS OF AMERICA**  
**LOCAL UNION 8637**  
*(hereinafter called the "Union")*

**RE: RRSP ACCOUNT**

The Company agrees to establish an **RRSP Account** for each employee. Contribution to each employee's *RRSP Account* will begin January 1, 1996.

The Company further agrees to contribute fifty cents (.50¢) per hour for all hours worked. Both straight time and overtime hours are to be considered one (1) hour.

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Dale Dryburgh

\_\_\_\_\_  
Stephen Hunt

\_\_\_\_\_  
Brian McKenzie

**MEMORANDUM OF AGREEMENT**

**BETWEEN:** INTERIOR BELTING LTD.  
*(hereinafter called "the Company")*

**AND:** UNITED STEELWORKERS OF AMERICA,  
LOCAL UNION 8637  
*(hereinafter called "the Union")*

The Parties to this Memorandum have reached agreement upon the terms and conditions which will constitute a new Collective Agreement between the Parties, subject to ratification of the Memorandum by the Union membership.

The term of Agreement will be as specified in the attached document including various letters of understanding.

Signed this \_\_\_\_ day of \_\_\_\_\_, 1996.

**SIGNED ON BEHALF OF :**

**THE COMPANY**

**THE UNION**

\_\_\_\_\_  
**DALE DRYBURGH**

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

\_\_\_\_\_  
**BRIAN MCKENZIE**

**INDEX**

	<b>PAGE</b>
<b>ARTICLE 1</b>	
<b>Recognition</b> .....	1
<b>ARTICLE 2</b>	
<b>Management Rights</b> .....	2
<b>ARTICLE 3</b>	
<b>Union Security</b> .....	3

<b>ARTICLE 4</b>		
	<b>No Strikes No Lockouts</b> .....	3
	<i>Picket Lines</i> .....	4
<b>ARTICLE 5</b>		
	<b>Procedure For Settling Disputes</b> .....	4
	<i>Step I</i> .....	4
<b>ARTICLE 6</b>		
	<b>Arbitration</b> .....	5
<b>ARTICLE 7</b>		
	<b>Discharge And Discipline</b> .....	6
<b>ARTICLE 8</b>		
	<b>Union Officers</b> .....	6
<b>ARTICLE 9</b>		
	<b>Seniority</b> .....	7
<b>ARTICLE 10</b>		
	<b>Safety And Health</b> .....	8
<b>ARTICLE 11</b>		
	<b>Hours Of Work &amp; Overtime</b> .....	9
	<i>Tuesday to Saturday Work Week</i> .....	10
	<i>Call Time</i> .....	10
	<i>Waiting Time</i> .....	10
	<i>Layover Time</i> .....	11
	<i>Rest Between Shifts</i> .....	11
<b>ARTICLE 12</b>		
	<b>Vacations</b> .....	11
	<i>Vacation Entitlement</i> .....	11
	<i>Vacation Pay - When Payable</i> .....	11
<b>ARTICLE 13</b>		
	<b>Statutory Holidays</b> .....	12
<b>ARTICLE 14</b>		
	<b>General Provisions</b> .....	12
<b>ARTICLE 15</b>		
	<b>Travel Provisions</b> .....	13
	<i>Travel Time</i> .....	13
	<i>Meals</i> .....	13
<b>ARTICLE 16</b>		
	<b>Health &amp; Welfare</b> .....	14
	<i>Medical Services Plan of B.C.</i> .....	14
	<i>Dental Plan</i> .....	14
	<i>Insurance Benefits</i> .....	14
	<i>Bereavement Pay</i> .....	14

*Jury Duty*..... 15

**ARTICLE 17**  
**Humanity Fund** ..... 15

**ARTICLE 18**  
**Duration Of Agreement**..... 15

**APPENDIX "A"**  
**Rates Of Pay**..... 16

**LETTERS OF UNDERSTANDING**

**Re: #1 - Retroactive Pay**..... 17  
**#2 - Banking Overtime** ..... 18  
**#3 - Pay Days** ..... 19  
**#4 - RRSP Account** ..... 20

**MEMORANDUM OF AGREEMENT** ..... 21

**INDEX**..... 22-23

