

**COLLECTIVE AGREEMENT**

**AIM SAFE AIR PRODUCTS INC.**

Expires: March 2, 2001

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## AGREEMENT

THIS AGREEMENT entered into this 30<sup>th</sup> day of March, 2000.

BETWEEN:

**AIM SAFE AIR PRODUCTS INC.**  
(hereinafter called the "Company")

PARTY OF THE FIRST PART;

AND:

**LOCAL UNION 258 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**  
(hereinafter called the "Union")

PARTY OF THE SECOND PART;

### BASIC PRINCIPLES

The general principles of the Agreement are as follows:

1. To set forth the hours of work, rates of pay, including safe work practices and/or conditions to be observed by the Company and the Union.
2. To provide orderly and harmonious procedures between the Company and the Union.
3. To secure a prompt and fair disposition of grievances.
4. To prevent interruption of work.
5. To promote the efficient operation of the Company's business.

### ARTICLE 1 - EFFECTIVE DATE, TERMINATION, AMENDMENTS AND SUBSTITUTIONS

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#### Article 1.01 - Effective Date and Termination

This Agreement shall be in full force and effect from and including March 3, 2000 and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date March 2, 2001 or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party to require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

#### Article 1.02 - Labour Relations Code of B.C.

The operation of Section 50 of the Labour Relations Code of B.C. is hereby excluded.

#### Article 1.03 - Legislative Changes, Amendments and Substitutions

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the Parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

#### Article 1.04 - Past Terms and Conditions

No employee shall suffer a reduction of wages or less favourable conditions as a result of this Agreement.

#### Article 1.05 - Introduction of New Classifications

In the event the Company decides to introduce or the Union considers the Company has introduced a new classification of work, or changes the job content of any existing classification, properly coming within the jurisdiction of the Union, but not now provided for in this wage structure, the Company and the Union shall upon written request, enter into negotiations for the necessary classification of work and shall agree on the wage scale applicable thereto. The effective date of such wage rate shall be the date the work first began.

The Company will give the Union thirty (30) days' written notice of any new classification or changes to existing classifications and these changes shall be resolved within fifty (50) working days from the time of written notice to enter into negotiations unless mutually extended. Failing that, the matter will be resolved under two provisions of Article 4.04. New classifications shall not be put into effect until the above has been observed. Such classification shall then become part of the Agreement. The Company undertakes to provide to each employee, a copy of his or her job description.

#### Article 1.06 - Amendments

Any of the conditions in this Agreement may be amended at any time if both Parties agree such amendment is desirable.

### **ARTICLE 2 - UNION RECOGNITION, MANAGEMENT RIGHTS**

#### Article 2.01 - Union Recognition - Certification

This Agreement shall cover all employees employed by the Employer coming under the jurisdiction of the Union as specified in the "Certification".

#### Article 2.02 - Union Recognition - Membership

- (a) The Company agrees that all employees coming within the jurisdiction of the Union, as a condition of employment shall apply for membership in the Union upon the date of hire and shall sign a Dues Authorization Card and shall become members in good standing thereof within thirty (30) days from date of hire.
- (b) All employees shall remain members in good standing throughout the life of the Agreement as a condition of employment, provided however, that the Union shall not request the Company to discriminate against any employee for non-membership in the Union if such membership is not available to the employee on the same terms and conditions generally applicable to other members.

#### Article 2.03 - Initiation Fees and Union Dues Check Off

- (a) The Company agrees to honour a written assignment of wages for Union dues, assessments and initiation fees from an employee in favour of the Union.
- (b) The Company agrees to remit the fees, assessments and dues deducted under the above assignment to the Financial Secretary of Local Union 258 normally within fifteen (15), but not later than thirty (30) days from the pay day when deductions are made.

#### Article 2.04 - Management Rights

- (a) The Union acknowledges that the management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Company, subject to the terms of this Agreement.
- (b) Without limiting paragraph (a) above, the Company shall have the right to select its employees, hire in accordance with the terms of this Collective Agreement, layoff, classify new employees, transfer, promote, demote or discipline them provided that a claim of discrimination against any employee, or misinterpretation of this Agreement, may be subject to a grievance and dealt with as hereinafter provided.
- (c) There shall be no restrictions on the Company as to the source of obtaining any and all raw materials, devices or finished apparatus required in the manufacture of goods by the Union, but whenever possible by the Company's determination, union made articles of comparable quality shall be used.
- (d) Company Rules
  - i It is agreed by both Parties that as a condition of employment, the rules and regulations of the Company, as posted on the notice boards, will be strictly obeyed and that failure to do so shall be cause for discipline, including discharge providing such rules do not contravene the spirit and intent of this Agreement.

- ii The Company agrees that prior to any change in the Company's rules, the Union will be notified.

#### Article 2.05 - Strike/Lockouts/Legal Picket Lines

- (a) The Parties hereto agree that there shall be no lockout, strikes, slow-down or any other stoppage of or interference with work which would cause any interruption in production.
- (b) It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind recognized legal picket lines where strike, lockout or other conditions detrimental to the interest of the Local Union prevail.

#### Article 2.06 - Union Representative

A Union Representative may, with the permission of the Company, have access to that portion of the Company's premises where Union members are employed. Such permission shall not be unreasonably withheld.

#### Article 2.07 - Bulletin Board

At least one (1) bulletin board shall be maintained for the posting of rules and regulations of the Company and Union Notices to employees represented by the Union.

#### Article 2.08 - No Discrimination

No Shop Steward, Committee or employee shall be discriminated against, intimidated or jeopardized in standing or suffer any loss of employment on account of membership in or legitimate activities on behalf of the Union. The employees and the Union will not engage in any Union activity on the premises during working hours without permission of the Company, such permission not to be unreasonably withheld.

#### Article 2.09 - New Hires

When in need of new employees, the Company will call the Union office. If Union members are not available or acceptable, the Company will be responsible for securing its own employees.

### **ARTICLE 3 - SHOP STEWARDS**

#### Article 3.01 - Shop Stewards

The Company will recognize Shop Stewards who shall be selected by the Business Manager as the representative of the Union and recognizes that the power of appointment and removal thereof is solely vested in the Union. The number of Stewards will normally not exceed one (1) Steward for every fifteen (15) employees.

### Article 3.02

The Union will advise the Company of the identity of all Stewards and will also give notice of any new appointment or removal thereof.

### Article 3.03

Stewards shall report to their immediate manager and request permission to leave the job before leaving work to conduct Union business which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend at any meeting with representatives of the Company or such other Union business as may be authorized by the Company during working hours.

### Article 3.04

The Company shall allow Stewards to conduct said Union business within their regularly established working hours and within their assigned areas of representation, unless such action would seriously interfere with operations and in such instances, the Manager shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

### Article 3.05

The Chief Shop Steward shall be given senior seniority in the plant if qualified to do the work. This applies to layoffs only.

### Article 3.06 - Employee Rates

The Company shall pay employees at their regular rates for Union business conducted during their regular business hours, on the Company's premises. Stewards shall normally have maximum of one (1) hour for each step of the grievance procedure as outlined in Article 4.

## **ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION**

### Article 4.01 - Definition

A grievance shall be defined as any dispute or controversy between the Company and the Union, or between the Company and one or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application or administration of any provision of this Agreement, any matter involving the alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.

### Article 4.02 - Grievance Steps

#### Step 1

An employee having a grievance shall first make an earnest effort to resolve the problem by

discussing it with their immediate supervisor, in the presence of a Shop Steward, within three (3) working days of becoming aware of the grievance.

## Step 2

If a satisfactory solution is not reached in Step 1 within three (3) working days, the grievor, with the assistance of his/her Shop Steward, will submit the grievance in writing to the Business Manager of the Union who will take the matter up with the appropriate Company Official within five (5) working days of the Company's reply in Step 1. If agreement is not reached within a further five (5) working days, the matter may be referred to Arbitration as provided in Article 4.06.

## Article 4.03 - Discharge/Discipline/Grievance

- (a) If an employee believes they have been unjustly disciplined, or discharged, the matter will be taken up as a special grievance at Step 2 of the Grievance Procedure, within three (3) working days of the discipline or discharge.
- (b) The Shop Steward will be informed of any formal reports made on employees that may result in disciplinary action.
- (c) An employee shall be accompanied by their Steward in any disciplinary interview if desired by the employees.

## Article 4.04 - Union/Company Grievance

The Employer or the Union may raise a grievance by way of informal discussion or by setting the grievance out in writing and presenting it within three (3) working days after becoming aware of the occurrence of the alleged grievance. If the Parties are unable to resolve the matter within five (5) working days from the time the grievance was initiated, the grievance may be referred to Arbitration.

## Article 4.05 - Time Limits

Time limits as referred to in this Article may be extended by mutual agreement between the Parties.

## Article 4.06 - Arbitration

Any question of interpretation or any dispute arising out of this Agreement which cannot be settled by the Union and the Company shall be determined by Arbitration under the terms of the Labour Relations Code of B.C. and in the following manner.

- (a) Either Party may notify the other in writing by registered mail of questions to be arbitrated and also the name and address of its chosen representative on the Arbitration Board.
- (b) Within five (5) days after receipt by the Party of the notice, it shall appoint an Arbitrator and give notice in writing of such appointment and the name and address of such appointee.

- (c) If the two Arbitrators appointed by the Parties fail to agree on a Chairman within five (5) days they shall forthwith request the Honourable Minister of Labour to appoint a Chairman.
- (d) The decision of the Arbitration Board shall be by majority vote and shall be final and binding upon both Parties.
- (e) In cases of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitration Board by confirming the Company's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable.
- (f) Each Party shall bear the costs of its own Arbitrator and one-half the cost of the Chairman.
- (g) The Company and the Union reserve the right to use Section 87 of the Labour Relations Code of B.C.
- (h) The Company and the Union reserve the right to have a single Arbitrator settle any question of interpretation or any dispute arising out of this Agreement. If the two Parties to this Agreement cannot agree on a single Arbitrator within five (5) days, they shall forthwith request the Honourable Minister of Labour to appoint a single Arbitrator.

#### Article 4.07 - Jurisdiction Disputes

All disputes arising as to matters of jurisdiction shall be referred to the International President of the Union.

### **ARTICLE 5 - SENIORITY**

#### Article 5.01 - Definition

Seniority as hereinafter referred to shall be based on length of service within the bargaining unit. Seniority lists will be kept up to date by the Company and will be made available to the Union.

#### Article 5.02 - Probationary Period

After an employee has an accumulated period of service of fifty (50) working days with the Company they shall be granted seniority which shall date retroactively to the date they entered the employ of the Company. During this fifty (50) working day period, employees shall be on a probationary basis. An employee's probationary period may be extended with permission from the Union.

#### Article 5.03

If any employee is assigned to work in a classification at a rate superior to their own, they shall be paid at the closest step of the higher rate for all time worked in excess of thirty (30) minutes.



If any employee is assigned to work in a classification at a rate inferior to their own, they shall maintain their regular rate and progression.

Article 5.04 - Layoff and Recall

When there is a reduction in the workforce, the most junior employee(s) in the job classification being reduced shall be laid off first. However, prior to layoff an employee who either has worked in another active job classification or is able to perform other available work, has the right to displace a more junior employee in these classifications, resulting in the most junior employee(s) being laid off.

Recalls shall be conducted in reverse order of the process by which layoffs are affected.

Article 5.05 - Notice of Layoff

In the event of a layoff, the Company will be required to give notice in accordance with the following:

<u>Years of Service</u>	<u>Working Days</u>
0 - 3 years	5
Over 3 years	10

If the required notice is not given, the appropriate day's pay will be paid in lieu thereof, except in cases of fire, flood, electrical failure or similar conditions beyond the control of the Company. Where the layoff exceeds twenty-four (24) months, the provisions of the Employment Standards Act apply.

Where an employee elects to relinquish their recall rights under this Agreement, they will be paid all severance as per the Employment Standards Act and terminate their employment with the employer.

Article 5.06 - Promotions

Should there be a job vacancy within the bargaining unit, it shall be posted for a period of three (3) working days to allow interested employees the opportunity to apply. The job shall be awarded to the most senior qualified applicant.

This does not preclude the right of the Company to seek applications from other sources during this time period. Such application shall not be given consideration until it is determined that a suitable applicant is not within the bargaining unit.

Article 5.07 - Maintain and/or Accumulate Seniority

An employee shall maintain and/or accumulate seniority under the following conditions:

- (a) During a layoff an employee shall maintain and accumulate seniority for a period not to exceed twenty four (24) months. It is the employee's responsibility to keep the Company

informed of any change in their address or phone number.

(b) Accident and Sickness

During an absence due to accident or sickness, an employee shall maintain and accumulate seniority for a period not to exceed twenty-four (24) months. Upon return from such absence, employees shall be returned to the classification held at the time of absence, or to one of equal rating, provided they are capable of performing former duties and provided the Company has received an acceptable reason for and/or authorized the absence. It shall be the duty of each employee to notify the Company of the reason for absence, to furnish evidence to support the absence and to keep the Company informed of the anticipated date of return to duty.

(c) Leave of Absence

During authorized leaves of absence, an employee shall maintain and accumulate seniority. Subject to staffing requirements and following six (6) months of employment, the employer may grant an employee a leave of absence without pay, not to exceed three (3) calendar months duration. Employees will be automatically terminated if they accept other employment during this leave. During this leave an employee will be responsible for their Health and Welfare premiums.

Article 5.08 - Termination of Seniority

An employee's name shall be removed from the Company's list of employees and his seniority terminated by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave of absence, unless failure to return to work is unavoidable.
- (c) Discharge for just cause.
- (d) Failure to report for work within five (5) working days and signify intention to return to work within three (3) working days from layoff unless failure is proved to be unavoidable.
- (e) Exceeding twenty-four (24) months on layoff.
- (f) Exceeding twenty-four (24) months off work due to sickness or accident.
- (g) Relinquishing recall rights as defined in Article 5.05.
- (h) Accepting new job as per Article 5.07 (c).

### Article 5.09 - Severance Pay

An employee who is terminated as a direct result of a closure of the whole or part of the Company's operation in the Greater Vancouver area shall be entitled to the following:

- a) Employees will receive one (1) week's pay for each fully completed year of service.
- b) The employer shall provide British Columbia medical coverage for six (6) months or until the employee finds employment and qualifies for the new employer's benefits, whichever comes first.

In accepting any severance payment, employees relinquish all recall rights due under the terms of this Collective Agreement.

The aforementioned is in addition to the provisions of Article 5.04.

## **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

### Article 6.01 - Hours of Work

In the event a second shift is required, the Company will meet with the Union and negotiate mutually agreeable hours of work.

### Article 6.02

The hours of work shall be eight (8) hours per day forty (40) hours per week, Monday through Friday.

Flexible hours of work shall be mutually agreed to between the Company and the individual employee.

In case of a conflict between employees, seniority shall govern.

### Article 6.03

#### (a) Overtime

All hours worked in excess of eight (8) hours in a day or in excess of forty (40) hours in a week, shall be paid at the overtime rates. Overtime rates shall be time and one-half for the first two (2) hours before or after regular working hours and double time for all other hours including all hours worked on Saturday, Sunday or Statutory Holidays.

#### (b) Call Out

Employees shall receive a minimum of four (4) hours' pay at overtime rates if called to work from their homes.

(c) Overtime Meal Allowance

Whenever an employee is assigned overtime during a regularly scheduled shift, to be worked at the conclusion of that shift and for a period in excess of two (2) hours, the Company agrees to provide a five dollar (\$5.00) meal allowance to be paid prior to the start of overtime, or the Company will provide a prepared meal at the dinner break.

(d) Banked Overtime

Employees may bank overtime hours to a total of one hundred and twenty (120) hours at any one time. Employees must use banked hours before any further overtime hours can be banked.

Employees will be responsible to inform the Company if they are being paid the overtime or if the overtime is to be banked.

Requests to use banked overtime must be mutually agreed to by the Manager and the employee. Any overtime hours still in the bank on December 1<sup>st</sup> of each year will be paid out to the employee on the pay period following December 1<sup>st</sup>. Employees may request the Company to hold their money until a later date.

Overtime leaves must be taken prior to any Leave of Absence without pay and will not take precedence over another employee's regularly scheduled vacation.

Article 6.04 - Lunch Period and Coffee Breaks

Employees will be given an unpaid one-half (1/2) hour lunch period as close to the middle of the work day as possible, and two (2) paid fifteen (15) minute coffee breaks. The said one-half (1/2) hour lunch period shall be thirty (30) consecutive minutes.

**ARTICLE 7 - HEALTH AND SAFETY**

Article 7.01 - Safety Rules

Both the employer and the Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the province of British Columbia.

To ensure application of safety matters of the broadest possible experience and to provide for full co-operation there shall be a Safety Practices Committee composed of two (2) representatives of the employer and two (2) representatives of the Local Union. One of these representatives shall act as Chairman, alternating yearly between employer and Local Union representatives. The Chairman shall be entitled to vote on all questions before the Committee. A majority decision of the Committee shall be binding on both Parties to this Agreement. When the Committee fails to obtain a majority decision on any question referred to it, the question shall be resolved through the grievance procedure.

A copy of the Safety Practices Committee Minutes is to be posted on the Notice Board and a copy forwarded to the Union.

#### Article 7.02 - Harassment Free Workplace

It is the intent of the Parties to provide a respectful workplace for all employees. No employee will be subjected to any form of harassment, discrimination or intimidation. All employees are to be treated with respect and dignity by the employer, other employees of the employer, and clients of the employer.

Any disregard to this Article will not be tolerated in the workplace and will result in a requirement for education and/or discipline.

#### Article 7.03 - On-the-Job Injury

- (a) If an employee is injured to such an extent that they are obliged to cease work, their wages will continue for the balance of the day on which they are injured.
- (b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while on the Company's premises.

#### Article 7.04 - Protective Clothing

Protective clothing will be supplied to employees whose duties are particularly hard on clothing to be defined and mutually agreed upon by the Union Representative and the Company.

### **ARTICLE 8 - LEAVES OF ABSENCE**

#### Article 8.01 - Leave of Absence - Union

- (a) The Company, upon receiving four (4) weeks' notice in writing from the Executive Officers of the Union, agrees to grant a leave of absence without pay to not more than one (1) employee for full-time service in the Union. Such leave of absence is not to exceed forty-nine (49) months at a time, unless there is mutual agreement to an extension.
- (b) The Company, upon receiving two (2) weeks' notice in writing from the Executive Officers of the Union, agrees to grant leave of absence without pay to Union Stewards or Representatives of the members for the purpose of attending to Union business. Such leaves of absence shall not exceed two (2) weeks' duration, nor shall they exceed one (1) member at any one time unless otherwise mutually agreed.

#### Article 8.02 - Bereavement Pay

In the case of a death in the immediate family of an employee, the Company will grant to the

employee, four (4) days' leave of absence with pay at the employee's regular hourly rate of pay. Immediate family shall mean: Spouse (including same-sex partners), Father, Mother, Legal Guardian, Son, Daughter. In the case of a death of a Brother, Sister, Father-in-law, Mother-in-law, Sister-in-law, Brother-in-law, Grandfather, Grandmother and Grandchild, the Company will grant to the employee three (3) days leave of absence with pay at the employee's regular hourly rate of pay.

Article 8.03 - Jury Duty Pay

An employee who is called for jury duty or who is subpoenaed as a witness will continue to receive his/her regular rate of pay and will assign to the Company, the fees received from the Court.

**ARTICLE 9 - HEALTH AND WELFARE**

Article 9.01

The Company agrees to provide the following health and welfare benefits for all employees and their dependents with the exception of Weekly Indemnity Insurance and Long Term Disability which are for employees only. Employees will be responsible for keeping the company informed of any dependent changes.

Company Contributions

Medical Services Plan of B.C.	100%
Extended Health Care Benefits	100%

- (a) Drugs
- (b) Vision Care: \$200.00 every two years per employee and each dependent.
- (c) Hospital: Ward to Semi-Private
- (d) Supp. Health Care
  - (a), (c) and (d) combined - deductible
  - \$25.00 per calendar year.

Life Insurance and A.D. & D.	100%
Member      \$25,000.00	
Spouse \$ 5,000.00	
Child \$ 2,500.00 each	

Dental	100%
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- Part A - preventative 100%
- Part B - restoration 50%
- Part C - orthodontics 50%

A and B combined \$2,000.00 maximum in calendar year.  
 C \$1,500.00 maximum lifetime for each insured dependent.

Weekly Indemnity Insurance

100%

1-7-17 - 66 2/3% of earnings - maximum  
\$650.00 per week.  
Basic or \$750.00 extended.

\*Long Term Disability Insurance

60% of earnings to a maximum of \$2,500.00  
basic monthly or \$5,000.00 extended monthly.

\*100% Employee paid.

### New Employees

Medical Services Plan of B.C.:

First day of the month following thirty (30) calendar days of service.

All other benefits:

On the first day of the month following ninety (90) calendar days of service.

### Employees Recalled from Layoff:

All benefits to start on the first of the month following recall.

Upon termination:

Weekly Indemnity and Long Term Disability cease at the end of the working day of layoff. All other benefits cease at the end of the month in which layoff or termination occurs.

Employees off work due to sickness or accident will have dental and vision care coverage for six (6) months - all other coverage will be for twenty-four (24) months.

### Article 9.02 - Sick Leave

Employees will be entitled to earn up to forty-eight (48) sick hours per contract year based on the formula of 1/12 of forty-eight (48) hours per month. The unused hours may be accumulated to a maximum of ninety-six (96) hours. Any unused sick days may be paid out at the end of the contract year at the employees' request. An employee who terminates will have their sick days pro-rated. An employee who becomes ill prior to earning sick hours will still receive pay for the time off, up to forty-eight (48) hours. If an employee then terminates prior to earning the hours, the Company will hold back the unearned pay off the last pay cheque.

Article 9.03 - Registered Retirement Savings Plan

Effective March 3, 1998 the Company will deposit monthly fifty-five cents (\$0.55) per hour paid to an R.R.S.P. for each employee. The R.R.S.P. payments will commence on the completion of an employee's probationary period. Effective March 3, 1999 this monthly payment will increase to seventy-five cents (\$0.75) per hour paid. There will be no R.R.S.P. contributions for hours worked during the probationary period.

Article 9.04 - Retirement Benefits

When a full-time permanent employee has attained five (5) years of service with the employer and reached the age of sixty (60) years, upon retirement the employer will provide them with M.S.P. for a period of one (1) year from the date of retirement.

**ARTICLE 10 - ANNUAL VACATIONS**

Article 10.01

Employees will be entitled to annual vacation time and vacation pay in accordance with the following provisions.

<u>Number of Completed Years</u>	<u>Number of days and Vacation Pay</u>
Less than 1 year	1 day per completed month to a maximum of 2 weeks with the greater of 4% of gross income or number of days at current straight-time rate.
1 - 3 years	2 weeks, greater of 4% of gross earnings or 10 days at current straight-time rate.
3 - 8 years	3 weeks, greater of 6% of gross earnings or 15 days at current straight-time rate.
8 - 18 years	4 weeks, greater of 8% of gross earnings or 20 days at current straight-time rate.
18 years or more	5 weeks, greater of 10% of gross earnings or 25 days at current straight-time rate.

Article 10.02

- (a) The Employer will notify the Union by March 15<sup>th</sup> of each year as to whether or not the Employer wishes to have a standard two (2) week plant shutdown to cover vacation leave.

- (b) In the event of a standard two (2) week shutdown, the Employer and the Union shall seek to agree to a mutually acceptable two (2) week period. Failing such agreement, the shutdown will commence on the last Monday of July.
- (c) For employees with vacation entitlement in excess of two (2) weeks, the Employer will post a Vacation Calendar no later than March 1<sup>st</sup> of each year.
- (d) Employees will indicate their vacation preferences on the Calendar no later than March 31<sup>st</sup>.
- (e) Employees must select vacation periods prior to March 31<sup>st</sup> of the following year.
- (f) Where employee preferences for a specific period are greater than operational requirements will allow, vacation approval will be by seniority.
- (g) The Employer will advise the employees of their approved vacation schedule no later than April 10<sup>th</sup> and vacations will not be rescheduled after that date without mutual agreement between the employee and the Employer.
- (h) Employees who have not indicated their vacation preferences by March 31<sup>st</sup> may not use seniority for selection and must take their vacation period at a time agreeable to the Employer.
- (i) Vacation pay and time is to be calculated as per Article 10.01. An employee's vacation pay will be paid on the pay period prior to the employee leaving on vacation.
- (j) If the Employer fails to request a standard two (2) week shutdown, then the vacation request procedure for all union employees commences at point © above.

Article 10.03

No employee shall be permitted to accept extra pay in lieu of actual vacation time off.

**ARTICLE 11 - GENERAL HOLIDAYS**

Article 11.01

Employees shall observe the following holidays and will be paid at regular straight time pay provided they have worked at least fifteen (15) days within the prior thirty (30) days immediately preceding the holiday. If the said fifteen (15) days have not been worked the employee will be paid as per the Employment Standards Act.

New Year's Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

Victoria Day

Thanksgiving Day

Heritage Day (may be taken  
as a Floater)

and any other day which might be declared by the federal or provincial governments.

Article 11.02

Employees required to work on any of the above noted holidays shall be paid at double time for all hours worked, in addition to the regular holiday pay.

Article 11.03

Should one of the holidays occur during an employee's vacation, he/she will receive an additional vacation day.

Article 11.04

An employee on excused absence or who is on sickness and accident for two (2) months or Workers' Compensation Board benefits for four (4) months, will be paid for the holidays falling during the benefit period.

Article 11.05

No member of the Union shall be required to work on Labour Day excepting to preserve life or property.

Article 11.06

For the Christmas/New Year shutdown, the Plant will be closed on the following dates:

2000 - December 22 to and including January 2, 2001

Any of the days falling during these periods which are not covered by the General Holidays, an employee may use any of the following to receive pay:

- (a) unused vacation;
- (b) the floater holiday;
- (c) unused sick days;
- (d) banked overtime; or
- (e) take time off without pay.

If none of the above options are available, then an employee may work extra hours at straight-time pay in exchange between September 1 and December 15 to cover the time, at a mutually agreed to time.

## **ARTICLE 12 - PAYMENT OF WAGES AND PREMIUMS**

### Article 12.01 - First Aid Premiums

Employees designated as First Aid Attendants shall receive the following payments in addition to their regular wage.

Level III -	Certificate \$1.00 per hour.
Level II -	Certificate \$0.75 per hour.
Level I -	Certificate \$0.50 per hour.

### Article 12.02

Employees assigned by the Manager to train fellow employees shall receive 05% training differential above their own classification rate for all time spent on training the other employees.

### Article 12.03

Wages shall be paid every second Friday before quitting time. Automatic bank deposits of pay cheques will be made to employees as soon as is practicable by decision of the Executive Vice President and Chief Operating Officer.

### Article 12.04

Wages shall be paid in accordance with the rates of pay as listed in Appendix "A", appended hereto.

### Article 12.05

Employees who are to be responsible for company-provided tools will be supplied with a suitable tool box and lock to secure tools.

### Article 12.06 - Joint Consultation and Adjustment Committee

A joint committee shall be established to discuss issues relating to the workplace that affect the Parties or any employee bound by the Collective Agreement. The Committee will meet at least once every two (2) months as per the Labour Relations Code, Section 53.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by duly authorized representatives on this \_\_\_\_ day of \_\_\_\_\_, 2000.

SIGNED FOR THE COMPANY:  
AIM SAFE AIR PRODUCTS INC.

SIGNED BY THE UNION:  
LOCAL 258 OF THE IBEW

\_\_\_\_\_  
Director of Materials

\_\_\_\_\_  
JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

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## APPENDIX "A"

### RATES OF PAY

March 3, 2000

#### Production Worker/Inventory Clerk

1 <sup>st</sup> three months	\$	11.88
2 <sup>nd</sup> three months	\$	12.90
3 <sup>rd</sup> three months	\$	13.41
thereafter	\$	15.10

#### Shipper/Receiver

1 <sup>st</sup> three months	\$	15.61
2 <sup>nd</sup> three months	\$	16.37
thereafter	\$	16.88

#### Technician

1 <sup>st</sup> three months	\$	16.12
2 <sup>nd</sup> three months	\$	17.14
thereafter	\$	18.00

#### Janitor

To be paid at a rate of twenty-five (25) cents per hour above the employees regular rate of pay.

#### Summer Students

Students must be attending an accredited educational institute. Employment will be between May 1 and Labour Day.

#### Lead Hand

The Lead Hands will be paid nine percent (9%) above the highest rate they are to direct.

#### Foreman

The Foreman will be paid eight percent (8%) above the rate of a Technician Lead Hand.

## **APPENDIX "B"**

### **JOB DESCRIPTIONS**

#### **Production Worker**

Works under supervision. Prepares components, populates and depopulates P.C.B.'s, prepares and assembles plastics, prepares and manufactures wire harnesses. Performs assembly of all final products. Performs basic pass/fail testing, zero/span sensors, and ensure an acceptable level of product quality. May be required to perform non-core auxiliary work in a higher classification. Must be able to follow a written assembly procedure.

#### **Janitor**

Performs facility cleaning beyond normal housekeeping duties.

#### **Shipper**

May be required to work under supervision. Will be responsible for picking, packaging and shipping of all goods. Maintains the supply of all material required in the shipping department. Operates and ensures all related equipment is in safe working condition. Must be capable of learning customs and excise laws and requirements and if required be capable of acquiring a certification for shipment of dangerous goods.

#### **Receiver**

Responsible for receiving of products and performing incoming inspection duties. Manages the inventory warehouse. Distributes parts to appropriate departments. May be required to acquire "Certification for Handling of Dangerous Goods".

#### **Technician**

May be required to work under supervision. Performs all aspects of testing, repair and maintenance of products produced by Aim Safe Air Products Inc. Performs a variety of duties related to Quality Assurance. Is responsible for the calibration of all sensors used by Aim Safe Air Products Inc. May be required to assist the engineering department.

#### **Lead Hand**

Leads and directs employees in their area of responsibility. Reports to and assists the Foreman.

#### **Foreman**

Supervises the Lead Hands. Keeps records as directed by their immediate supervisor.

## **All Employees**

May be required to perform various record keeping on paper or computer. Are responsible for basic housekeeping in their respective areas.

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April 30, 1998

**NO CONTRACTING OUT**

Employees in the employ of Aim Safe Air Products Inc. as of June 16, 1995 (named below) will not be laid off or have their regularly scheduled work day or work week reduced due to the Company "contracting out" work other than that which is being "contracted out" as of June 16, 1995.

This does not preclude the Company's right to layoff employees due to a lack of work.

Any employee laid off or terminated due to "contracting out" will be paid severance pay of four (4) weeks pay for every full year of service and a pro-ration of the four (4) weeks pay for the residual of the partial year. This is in addition to the provisions of Article 5.05.

Julie Bartolome  
Ellen Tran  
Elmer Chiu  
Brenda Neidert  
Amy Mok

Elenita Camaclang  
Bonnie Campbell  
Steven Malmstrom  
Darlene Vinter  
Trinidad Salcedo

SIGNED FOR THE COMPANY  
Aim Safe Air Products Inc.

SIGNED FOR THE UNION  
Local 258 of the IBEW

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Director of Materials

---

JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

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Date

---

Date

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