

**COLLECTIVE AGREEMENT**

BETWEEN:

**SCHNEIDER CANADA INC.  
RICHMOND, BRITISH COLUMBIA**

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND:

**LOCAL UNION 258 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, BURNABY, BRITISH COLUMBIA**

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**EFFECTIVE**

**April 1, 2001**

**to**

**March 31, 2004**

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## **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees to provide an amicable method of settling any differences or misunderstandings which might possibly arise and to the fullest extent possible, the safety and welfare of the employees, economy of operation, quality and quantity of products made, cleanliness of Plant and protection of all property. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

## **ARTICLE 1 - EFFECTIVE DATE AND TERMINATION**

### Article 1.01

This Agreement shall be in full force and effect from and including April 1, 2001 to and including March 31, 2004 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 day of March 31, 2004 or immediately preceding the anniversary date in any thereafter, by written notice to 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 2 - LABOUR CODE**

### Article 2.01

It is mutually agreed that the operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is specifically excluded from this Agreement.

## **ARTICLE 3 - PAST TERMS AND CONDITIONS**

### Article 3.01

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

## **ARTICLE 4 - NEW CLASSIFICATIONS**

### Article 4.01

In the event the Company wishes to introduce, or the Union considers that the Company has introduced, a new classification of work, or changes the job content of an existing classification properly coming within the jurisdiction of the Union, but not now provided for in this Agreement, the Company and the Union shall enter into negotiations for the necessary classification of work and

shall agree on the wage schedule applicable thereto. New classifications and wage rates shall then become part of this Agreement. The Company agrees to notify the Union of any such new classification.

## **ARTICLE 5 - UNION RECOGNITION, CERTIFICATION AND CONTRACTING OUT**

### Article 5.01

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

### Article 5.02

Nothing contained in this Agreement shall be considered to force employees to handle any product and/or make avail of any service declared Hot by a Local of the IBEW and/or any other trade union, B.C. Federation of Labour, Canadian Federation of Labour and B.C. and Yukon Territories' Building Trades Council. Management may handle such products of service if necessary.

### Article 5.03

Management personnel should not perform jobs normally belonging to the bargaining unit, except for the purpose of instructions, experimenting, or in emergencies.

### Article 5.04

No employee who has attained seniority, shall be laid off, terminated or have their regularly scheduled work week reduced as a result of contracting out work normally done by the Quick Delivery Centre.

## **ARTICLE 6 - UNION MEMBERSHIP**

### Article 6.01

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 and sign a dues check off card on or about the date of hire and shall become a member in good standing thereof within thirty (30) days from the date of hire.

### Article 6.02

The attainment of membership in good standing prior to completion of the probationary period will not affect the status of employees under Article 22.03.

### Article 6.03

All employees hereinafter described under this Article shall remain members in good standing thereof 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. The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the "Certification".

## **ARTICLE 7 - MANAGEMENT RIGHTS**

### Article 7.01

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.

### Article 7.02

Without limiting Paragraph 7.01 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 dealt with as hereinafter provided.

## **ARTICLE 8 - NEW EMPLOYEES**

### Article 8.01

When in need of new employees, the Company shall call the Local Union office. If Union members are not available or acceptable the Company shall then be responsible to secure its own employees.

### Article 8.02

The Company agrees to notify the Union immediately on the engagement of any employees and also to refer to the Union such employee on their commencing work.

A new employee shall be advised by the Employer that a Collective Agreement is in effect which defines terms and conditions of employment and provides for deduction of Union dues. A new employee shall be introduced to his/her Shop Steward by a representative of the Employer. The Company agrees that a Union Steward will be given an opportunity to meet with each new employee within regular working hours without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of Union orientation.

## **ARTICLE 9 - INITIATION FEES AND UNION DUES CHECK OFF**

### **Article 9.01**

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.

### **Article 9.02**

The Company agrees to remit the fees 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 10 - STRIKES, LOCKOUTS AND LEGAL PICKET LINES**

### **Article 10.01**

The terms of the Labour Relations Code of British Columbia insofar as the determination of what constitutes a strike, lockout or slow down shall apply.

### **Article 10.02**

It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind a recognized legal picket line where strike, lockout or other conditions detrimental to the interests of the Local Union prevail.

## **ARTICLE 11 - UNION REPRESENTATIVES**

### **Article 11.01**

A Union representative may, with permission from 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 12 - BULLETIN BOARDS**

### **Article 12.01**

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 12.02**

While the content of Union notices shall be at the sole discretion of the Union, the Company reserves

the right to veto the posting of notices of a derogatory, provocative or political nature. The Company agrees to post the Company's Rules on the bulletin board. These Rules will be subject to addition, or change, from time to time at the Company's discretion. The Rules, and such changes to the Rules, shall not be inconsistent with the terms of the Collective Agreement.

### **ARTICLE 13 - DISCRIMINATION**

#### **Article 13.01**

The Parties hereto agree that there shall be no discrimination or intimidation by the Company by reason of any activity or lack of activity, of any employees in respect to Union activity or membership. The employees and the Union will not engage in Union activities during working hours, or hold meetings at any time on the premises of the Company except with the permission of the Management.

### **ARTICLE 14 - TECHNOLOGICAL CHANGE**

#### **Article 14.01**

Both Parties must have an interest and concern about the impact on manpower and conditions of employment resulting from technological improvements and automation. Both Parties must make every effort to utilize scientific improvements to the best advantage of the employer and its employees.

For the purposes of this Article "technological change" is defined as a change in facilities or working methods which would result in the discharge or significant reclassification of any employee.

The Parties agree to co-operate in the joint effort necessary to anticipate and deal effectively with mutual problems resulting from technological change and to ensure maximum benefits from such changes for both the employer and its employees. The employer agrees to make information consistent with this purpose available to Local Union 258.

The Parties will study the effects of technological change on the utilization of manpower, including data on technological changes as they occur, and will co-operate with any government committee or other groups dealing with matters of a similar nature.

The employer will provide, where possible, a minimum of three (3) months' advance notice to Local Union 258 of all technological changes that are likely to displace employees.

#### **Article 14.02**

If a displaced employee cannot be retrained at his/her present level under the terms of this Agreement, the Company will co-operate with the Union to provide guidance and assistance to the employee in his/her application for retraining through Canada Manpower or other government

sponsored agency.

Article 14.03

The Company agrees to provide one (1) week of notice per year of service up to a maximum of twenty-six (26) weeks or pay in lieu of any portion thereof in the event of layoff as per the *Employment Standards Act*, whichever is greater.

Article 14.04

An employee who due to technological change has to bump into a lower level job will have his/her rate of pay red circled, i.e., the employee is paid his/her old rate until such time as the new rate catches up.

**ARTICLE 15 - WELFARE BENEFITS, JOB CLASSIFICATIONS,  
WAGE RATES AND DUTIES**

Article 15.01

Appended hereto and forming part of this Agreement are the following:

- Appendix "A" - Schedule of Welfare Benefits
- Appendix "B" - Job Classifications and Wage Rates
- Appendix "C" - Definitions and Duties

Article 15.02

- (a) Employees shall be paid in accordance with the job rate as listed under Appendix "B" - Job Classification and Wage Rates, and Appendix "C" - Definitions and Duties.
- (b) Upon request by the Shop Steward, the Employer will provide a seniority list with the name, classification and rate of pay for all bargaining unit employees.

**ARTICLE 16 - UNION DISCIPLINE**

Article 16.01

The Company recognizes the right of the Union to discipline its members for violation of its laws, rules and agreements.

## **ARTICLE 17 - SHOP STEWARDS**

### Article 17.01

The Company will recognize Shop Stewards and the Chief Shop Steward, who shall be selected in accordance with Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen and hereby recognize that the power of appointment and removal thereof is solely vested in the Union. The number of Stewards will be consistent with the need, but will not normally exceed one (1) Steward for every fifteen (15) employees.

### Article 17.02

Provided he/she has the ability to do the available work, the Chief Steward shall be given senior seniority in the Plant.

### Article 17.03

The Chief Shop Steward shall be allowed reasonable time to phone sick or injured employees to inform them of the existence of a job posting.

## **ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION**

### Article 18.01 - Preamble

The following is the procedure which shall be used to adjust and settle all matters of complaints, disputes, grievances of controversies pertaining to the interpretation, application, operation or any alleged violation of this Agreement and any matter which may arise between the Company and the Union. It is mutually agreed by both Parties that it is the spirit and intent to adjust complaints and grievances as quickly as possible, and it is generally understood that an employee has no grievance until he/she has first given to his/her foreman or supervisor an opportunity to adjust the complaint. If the complaint is not adjusted to the satisfaction of the employee within a period of two (2) working days or such longer period as may be mutually agreed upon, it may be processed in accordance with the following grievance steps:

### Article 18.02 - Grievance Steps

- Step 1. In the event of a grievance, the employee may approach his or her Shop Steward or Chief Shop Steward to discuss the grievance.
- Step 2. The Shop Steward then discusses the grievance with the Chief Shop Steward who will present the grievance in writing to the Production Manager. The Department Manager will give an answer in writing to the Chief Shop Steward within three (3) working days.

Step 3. Failing settlement, the Chief Shop Steward refers the grievance to the Union Business Manager or representative who will take the matter up in writing with the Plant Manager within five (5) working days of the answer of the Department Manager.

Step 4. Failing settlement at this level within five (5) working days or a mutually agreed upon extension, the matter in dispute will be handled in accordance with Article 21.

## **ARTICLE 19 - EMPLOYEE RATES**

### Article 19.01

The Company shall pay employees at their regular rates of pay for time spent in the processing of Union business provided that they have first received permission from their foreman or supervisor; which permissions shall not be unreasonably withheld. If such action seriously interferes with operation, the Foreman or Supervisor shall make arrangements for the Steward to leave the job as soon thereafter as operations will permit.

### Article 19.02

The Company will pay employees at their regular hourly rates of pay for time spent on Union business outside of the Plant as authorized by the Business Manager or designate and remit such costs to IBEW Local Union 258 for reimbursement.

## **ARTICLE 20 - DISCHARGE, SUSPENSION OR OTHER ACTIONS OF DISCIPLINE**

### Article 20.01

If any employee believes he or she has been unjustly discharged, the matter will be taken up as a special grievance under paragraph 18.02 of this Agreement. Any such grievance shall be referred to the Manager, within five (5) working days, excluding the day of the notice. The matter shall be disposed of within seven (7) working days of the time the Manager received notice of the grievance, except where a case is taken to Arbitration.

### Article 20.02

In cases of grievance for discharge, suspension, or other actions of discipline, such grievances 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.

### Article 20.03

The Chief Shop Steward is to be kept informed and sign as "having seen" any formal reports made on employees that may result in disciplinary action.

### Article 20.04

At any interview dealing with disciplinary measures, the employee shall be accompanied by his Shop Steward.

## **ARTICLE 21 - ARBITRATION PROCEDURE**

### Article 21.01

Any questions of interpretation of any dispute arising out of this Agreement which cannot be settled by the Union and the Company may be referred by either Party to a single Arbitrator who shall be acceptable to both Parties.

### Article 21.02

If both Parties fail to agree on an Arbitrator within five (5) days they shall forthwith request the Honourable Minister of Labour to appoint a single Arbitrator.

### Article 21.03

The decision of the Arbitrator shall be final and binding upon both Parties. Each Party shall bear one-half (1/2) the cost of the Arbitrator.

### Article 21.04

The Company and the Union reserve the right to use Section 87 of the *Labour Relations Code of British Columbia*.

## **ARTICLE 22 - SENIORITY**

### Article 22.01 - Definition of Seniority

Seniority as hereinafter referred to shall be based on length of service within the bargaining unit or as otherwise covered in Article 24 and shall be a factor in determining layoff and recalling.

Seniority lists showing classifications will be kept up to date by the Company and will be made available to the Union, upon request.

#### Article 22.02 - Principle of Seniority

In laying off, recalling or abolishing of a classification, the principle of seniority within a classification shall prevail. Classification seniority shall consist of the total plant seniority applied to the classification currently held by the employee. However, on lay-off or abolishment of a classification, an employee may use his/her seniority to displace less senior employees in previously held classifications.

Failing that, employees may claim seniority to displace less senior employees provided employment records indicate that the employee has worked in that classification. If an employee is assigned to work in a classification for sixty (60) working days or more continuously and/or sixty (60) working days or more in a calendar year, it will become part of his/her employment record.

Failing that, employees may claim seniority to displace less senior employees in other classifications provided it is determined by the Company that the person has the necessary qualifications for the classification available and can perform all the requirements of the available classification. If such previous change of classification was as a result of unsatisfactory performance, the employee would not be permitted to displace less senior employees in that classification. The foregoing does not preclude the employees' access to the grievance procedure under Article 18.

#### Article 22.03 - Probationary Period

After an employee has an accumulated period of service of fifty (50) working days with the Company, he/she shall be granted seniority which shall date retroactively to the date he/she entered the employ of the Company. During this fifty (50) working day period, employees shall be on a probationary basis. In the event an employee nears the completion of his/her probationary period and his/her performance is less than satisfactory, after discussion with the Union, his/her probationary period may be extended for an additional twenty (20) working days by mutual consent.

Should a probationary employee be laid off prior to completion of their probationary period they will be advised at that time of the Company's intention to recall or otherwise.

#### Article 22.04

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

(a) Layoff

During a layoff employees shall maintain and accumulate as follows:

- i Employees with less than three (3) years' seniority shall maintain and accumulate seniority up to one (1) year.

- ii Employees with three (3) or more years of seniority shall maintain and accumulate seniority up to two (2) years.
- iii During one term, if required to take a leave of absence while elected to a municipal, provincial or federal office.
- iv Employees with ten (10) or more years of seniority shall maintain and accumulate seniority up to three (3) years.

(b) Accident and Sickness

During an absence due to non-occupational sickness or accident, an employee shall maintain and accumulate seniority, up to three (3) years. The exception of this would be if there was a diagnosis from a qualified medical practitioner of a reasonable likelihood that the employee may be able to return to work in a further two (2) years. Upon return from such absence, an employee shall return to the classification held prior to his or her absence, or to one of equal grouping, provided he or she is capable of performing the duties. 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. An employee will maintain and accumulate seniority while on Workers' Compensation.

(c) Out of the Bargaining Unit

During an absence due to transfer to a position outside the jurisdiction of the Union an employee shall accrue and maintain seniority to a maximum of ninety-one (91) working days.

**ARTICLE 23 - NOTICE OF LAYOFF**

Article 23.01

- (a) In the event of a layoff due to lack of work, employees with less than three (3) years' seniority will be given five (5) working days' notice. However, if the employee uses his/her displacement rights, his/her rate will be maintained for another five (5) days. Employees with more than three (3) years' seniority will be given ten (10) working days' notice. If the required notice is not given, the appropriate days' pay will be paid in lieu thereof except in cases of fire, flood, electrical failure or similar conditions beyond the control of the Company.
- (b) Employees shall be laid off on Friday's and recalled back to work on the first scheduled work day of the week only.

- (c) If layoff exceeds thirteen (13) weeks, then the total notice or pay in lieu thereof will be as follows:

<u>Years of Seniority</u>	<u>Notice Required</u>
over 6 months - under 3 years	10 working days
over 3 years - under 4 years	15 working days
over 4 years - under 5 years	20 working days
over 5 years - under 6 years	25 working days
over 6 years - under 7 years	30 working days
over 7 years - under 8 years	35 working days
over 8 years	40 working days

Article 23.02

- (a) An employee who is terminated as a direct result of a permanent planned closure of the whole or part of the Company's operation at Richmond, B.C., shall be entitled to severance pay as follows:

If affected employee had eighteen (18) years of service or less, severance entitlement is one (1) week per year of service up to eighteen (18) weeks. Affected employees shall be entitled to two (2) weeks per year of service for each year of service greater than eighteen (18) years. For example, if twenty (20) years of services, entitlement is calculated as follows:  $18 + (2 \times 2 \text{ years of service}) = \text{twenty-two (22) weeks severance}$ . This payment will be capped at fifty-two (52) weeks of pay.

In the event that any legislation or regulation could provide a separation payment, employees would be entitled to the higher benefit, but not both.

In accepting any severance payment, employees relinquish any and all rights and entitlements due them under the terms of the Collective Agreement.

The aforementioned is in addition to the provisions of Article 23.01.

- (b) In the event the Company relocates more than fifty (50) kilometres from its present Richmond address, the Company will pay each employee a sum of \$300.00 split into two (2) equal payments of \$150.00. The first payment shall be made at the time of the relocation and the second payment made on the first anniversary date of the relocation. In the event the facility is relocated a distance greater than eighty (80) kilometres from its present location, the payment shall be \$600.00, split into two (2) equal payments and paid as above.
- (c) In addition to 23.02 (a), if the Company relocates a distance greater than eighty (80) kilometres from its present Richmond address, the Company will pay a \$1,500.00 moving allowance to any employee moving a minimum of twenty-five (25) kilometres closer to the

new locations. The employee must advise the Company of their intent to move.

## **ARTICLE 24 - TERMINATION OF SENIORITY**

### **Article 24.01**

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

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave of absence, unless failure to return to work within three (3) working days after notification by double registered letter to return to work unless failure is proven to be 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 after notification by double registered letter to return to work unless failure is proven to be unavoidable.

## **ARTICLE 25 - TRANSFER WITHIN BARGAINING UNIT**

### **Article 25.01**

All transfers will be made on a temporary basis and the employee will retain his/her seniority in the classification from which he/she was transferred during the temporary period. Temporary transfers extending beyond thirty-five (35) working days shall be posted as per Article 26 unless the transfer is to replace an employee absent for legitimate reasons.

### **Article 25.02**

A transfer resulting from a job posting under Article 26 will become permanent after thirty-five (35) working days unless previously made permanent. At the time a transfer is made permanent, the employee's seniority shall be transferred.

### **Article 25.03**

If an employee is assigned to work in a classification at a rate superior to his/her own, the assignment shall be for not less than one full day or pay in lieu thereof and shall be paid at the minimum of the higher classification or his/her current regular rate, whichever is higher.

Article 25.04

On returning to his/her regular job, the employee shall revert to his/her former rate. If an employee is temporarily assigned to work in a classification at a rate inferior to his or hers, he/she shall maintain his/her current regular rate and progression.

Article 25.05

Article 25.03 will not apply when the assignment is due to the absence of the normal operator for periods of less than half a day. However, the employee shall be paid at the higher rate for all time spent in the higher category.

Article 25.06

In the event an employee is transferred to a job within another classification and fails to qualify on the new job, or upon return from a temporary transfer or absence for legitimate reasons, the employee will be returned to the job held prior to the transfer or absence, or a similar job, if the prior job held by the employee no longer exists.

Article 25.07

The principle of returning an employee to his/her previous job, as outlined above, in this section, will not apply when the reason for the initial transfer was because of unsatisfactory work performed in the original job.

**ARTICLE 26 - PROMOTIONS - JOB VACANCIES**

Article 26.01

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. In addition to making an application for the vacancy the employee must also sign the Vacancy Notice during the posting period.

Article 26.02

The job shall be awarded to the most qualified senior employee.

Article 26.03

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

#### Article 26.04

Applications for a vacancy must be made on an official application form and claims of experience outside the Company must be supported by verifiable evidence. The Company will post the name of the successful candidate within ten (10) days of the posting period and prior to the appointment, whichever occurs first, unless the Company advises the Chief Shop Steward that a suitable applicant is not in the bargaining unit.

#### Article 26.05

At any time during the thirty-five (35) days referred to in Article 25.02, an employee may elect to return to his/her previous classification. The election reverses the chain of events flowing from his/her job posting.

### **ARTICLE 27 - LEAVE OF ABSENCE**

#### Article 27.01

The Company, upon receiving four (4) weeks' notice in writing from the Business Manager or delegate of the Union, agrees to grant a leave of absence without pay to not more than one (1) employee for full-time service with the Union. Such leave of absence is not to exceed thirty-seven (37) months at a time, unless there is a mutual agreement to an extension.

#### Article 27.02

The Company, upon receiving two (2) weeks' notice in writing from the Business Manager or delegate of the Union, agrees to grant leave of absence without pay to Union Stewards or representatives of the members for Union business. Such leaves of absence shall not exceed two (2) weeks' duration, nor shall they exceed three (3) members at any one time unless otherwise mutually agreed.

#### Article 27.03

For educational purposes, the Company will grant a leave of absence for a period up to twelve (12) months. However, for other purposes the Company may grant leave of absence up to twelve (12) months.

#### Article 27.04

Subject to staffing requirements and following ten (10) years of employment and every five (5) years thereafter, the employer may allow employees special leave of absence without pay not to exceed six (6) calendar months duration once in each period of employment as identified above. During this period of leave, the employee will pay the employer's share of welfare premiums.

## **ARTICLE 28 - HEALTH, WELFARE AND SAFETY**

### **Article 28.01 - Safety Rules**

The Company shall make adequate provisions for the safety and health of the employees during the hours of employment. It is agreed that in the matter of safety practices, the existing rules and regulations of the province of British Columbia shall govern.

Employees shall observe all Company safety rules and persistent failure to do so shall be valid cause for disciplinary action including dismissal.

### **Article 28.02 - Protective Clothing**

Protective clothing will be supplied by the Company in accordance with Appendix "D".

Effective January 1, 2002, there will be a supplier mutually agreed to between the parties to supply two (2) sets of uniforms (pants and shirts), coveralls, smocks, aprons, etc., per year to each employee. The cost will be split fifty-fifty (50/50) between the Employer and employee. Participation will be on a voluntary basis. The maximum number of employees to be outfitted will be forty (40). If there are more than forty (40) employees, the Union and Employer will meet to agree to which areas require the protective clothing.

## **ARTICLE 29 - COMPANY RULES**

### **Article 29.01**

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 the Agreement.

### **Article 29.02**

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

### **Article 29.03**

It is the intent of the parties to provide a work environment which is free of discrimination, harassment and intimidation. No employee will be subjected to any form of discrimination, harassment or intimidation by representatives of the employer, other employees or clients of the employer. Any acts of the above will not be tolerated and may result in a requirement for education and/or discipline.

## **ARTICLE 30 - SAFETY PRACTICES COMMITTEE**

### **Article 30.01**

The Union/Company Safety Practices Committee shall be in accordance with the *Workers' Compensation Act* of the province of British Columbia. The Safety Practices Committee shall meet at least once each month to discuss the safety measures in the Plant and may be called together at any time at the request of either the Union or the Company.

### **Article 30.02**

A copy of the Safety Practices Committee Minutes to be posted on the notice board and a copy forwarded to the Union.

### **Article 30.03**

The Union agrees to notify the Company of any unsafe condition in the Plant that comes to its attention.

### **Article 30.04**

In the case of an accident in the Plant, an investigation to determine the cause shall be started within twenty-four (24) hours, and the finding of such investigation reported to the Union and the Company. Such investigation is to be made by the Safety Practices Committee and the Company personnel representative.

## **ARTICLE 31 - ON-THE-JOB INJURY**

### **Article 31.01**

If an employee is injured to such an extent that, in the opinion of the First Aid Attendant, he/she is obliged to cease work, his/her wages will continue for the balance of the day during which he/she was injured.

### **Article 31.02**

In the event the employee disagrees with the opinion of the First Aid Attendant, he/she may elect to cease work and providing he/she furnishes the Company with a doctor's certificate confirming his/her inability to work on the day in question, they will be paid for the balance of that day.

### **Article 31.03**

The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor, hospital or employee's home, for any employee injured or who has become seriously ill while

in the Company's employ.

## **ARTICLE 32 - MEDICAL AND LIFE INSURANCE PLAN**

### **Article 32.01**

The Company will enrol all bargaining unit employees in the International Brotherhood of Electrical Workers, Local Union 258 Health and Welfare Trust Fund and will pay the premiums in accordance with the benefits and percentages shown in Appendix "A" of the contract, except that in the event it can be shown that such an arrangement will provide a savings to the Company, that such savings will be applied to reducing the employee's portion of the premium as otherwise agreed to for the benefit of the employees. The Company will pay the cost of any doctors' certificates required by the Health and Welfare Plan.

The enrolment of members and the payment of premiums shall constitute the total commitment of the Company in the provision of these benefits.

### **Article 32.02**

During a period of disability, the Company will continue to pay the Health and Welfare premiums up to the maximum periods specified in the seniority scale referred to in Article 22.04 (i), (ii) and (iv).

## **ARTICLE 33 - BEREAVEMENT PAY**

### **Article 33.01**

In the event of death of an immediate relative, leave of absence will be granted to the bereaved. Such employee will be paid for time actually lost from work, for which he/she is scheduled, up to a maximum of three (3) days, during the period from the time of death, through the day after the funeral, inclusive, at his/her regular rate of pay. In no case will an employee be paid bereavement leave for hours which he would not have worked had the bereavement not occurred. Immediate relatives means: brother, sister, mother-in-law, father-in-law, grandmother, grandfather and grandchild.

If required, additional leave of absence shall be granted without pay.

### **Article 33.02**

In the event of the death of a spouse, child, parent or legal guardian, the maximum will be five (5) days, during the period from the time of death, through the day after the funeral inclusive. Under this Article a spouse shall include common-law spouse as defined by the *B.C. Family Act*.

## **ARTICLE 34 - JURY DUTY**

### **Article 34.01**

An employee who is called for Jury Duty or who is subpoenaed as a witness will receive for each day of absence, the difference between pay lost, and the amount of fee received, providing that the employee furnishes the Company with a receipt signed by the proper court officer showing the amount of the fees received. When not required for actual Jury Duty, he/she will report for work as soon as possible. Providing an employee, prior to the start of Jury Duty, signs a wage assignment to the Company for fees to be received. The Company will not deduct the amount of fees from his/her pay until payment has been made by the Court.

## **ARTICLE 35 - HOURS, OVERTIME, SHIFTS AND HOLIDAYS**

### **Article 35.01 - Work Week - First Shift**

Forty (40) hours shall constitute a work week on the first shift, eight (8) hours a day, five (5) days per week, Monday to Friday inclusive. Hours of work shall be 7:30 a.m. to 11:30 a.m., 12:00 noon to 4:00 p.m. or as otherwise mutually agreed.

### **Article 35.02 - Second Shift**

Employees working on a second shift, shall work seven and one-half (7 1/2) hours per day and shall be paid for eight (8) hours plus a shift differential of fifty cents (\$0.50) per hour.

### **Article 35.03**

Employees working on a third shift shall work seven (7) hours per day and shall be paid for eight (8) plus a shift differential of one dollar (\$1.00) per hour.

### **Article 35.04**

Unless otherwise mutually agreed to, employees shall be given one (1) week's notice of shift change and such change of shift shall be for a period of two (2) weeks or more. Shift weeks shall be Monday to Friday inclusive.

This does not preclude the possibility of mid-week or short notice shift changes for the replacement of sick or otherwise absent employees. The Company will as far as it is practical, assign shift work on a fair and equitable basis and insofar as it does not conflict with this intent, the senior employees in the applicable classification, shall have shift preference.

### **Article 35.05 - Overtime**

All overtime hours will be paid for at double time. Where overtime work is necessary, the Company

shall make every effort to see that such overtime is distributed on a fair and equitable basis, firstly amongst those normally performing the work and, secondly, amongst those capable of performing the work.

Article 35.06

Overtime premiums may be banked by the Company on a continuing basis at the option of the employee. Equivalent time off in lieu of payment to be taken at a time mutually agreed to by the Company and the employee. In the event that banked premiums are not used prior to March 31 of any year, payment of the balance will be made at the applicable rate of earnings in force at the time the overtime was worked.

Banked overtime premiums will be kept by the Company in an interest bearing account and all interest earned shall be transferred over to the Social Committee by January 31 each year.

Banked overtime payment will be made on a separate cheque.

**ARTICLE 36 - MINIMUM OVERTIME RATES**

Article 36.01

Employees shall receive a minimum of one (1) hour's pay at the overtime rate if required to work overtime.

Article 36.02

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

**ARTICLE 37 - SUPPER MONEY**

Article 37.01

Employees required to work two (2) hours' or more beyond their regular working day or shift, shall receive in advance of the overtime requirement a paid cash meal allowance equal to twelve (12) dollars (\$12.00).

**ARTICLE 38 - REST PERIODS**

Article 38.01

All employees shall receive two (2) twelve (12) minutes rest periods, each day, one during the morning and one during the afternoon, at a time specified by the Company. An additional twelve (12) minute period shall be granted during overtime in excess of two (2) hours.

## **ARTICLE 39 - WASH-UP TIME**

### **Article 39.01**

All employees shall receive a three (3) minute wash-up time prior to their mid-day lunch break and three (3) minutes prior to the end of their regular shift.

## **ARTICLE 40 - SPECIAL RATES**

### **Article 40.01**

Employees required to weld on galvanized or painted metal, shall be properly protected from gases and fumes with an appropriate exhaust system. Failure by the Company to provide such protection, will result in a premium of 50% of the employee's normal rate to be paid for such time employed.

## **ARTICLE 41 - OUTSIDE WORK**

### **Article 41.01**

For work done outside the shop, the Journeyman shall receive the rate of pay and conditions outlined in the appropriate Inside Wiremen's Agreement with the International Brotherhood of Electrical Workers. Employees other than Journeymen, will receive the Journeyman Wireman's rate of pay if sent out to the job alone; otherwise, such employees shall receive the same differential as that between the current manufacturing Journeyman rate and the current Journeyman Wireman's rate at the time the work is performed.

## **ARTICLE 42 - ANNUAL HOLIDAYS**

### **Article 42.01**

The Company shall adhere to the principle of paid vacations in accordance with the following:

- (a) An employee with less than three (3) years' continuous service with the Company shall be entitled to vacation pay in accordance with the provisions of the British Columbia Employment Standards Act.
- (b) An employee with three (3) years of service completed by December 31 in that calendar year and who has completed two-hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered days worked during the vacation year, shall be entitled to three (3) weeks' vacation with pay amounting to six percent (6%) of gross wages earned or one-hundred and twenty (120) hours' pay, whichever is greater.

- (c) An employee whose eleventh (11th) year of service with the Company is completed by December 31 and who has completed two-hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked during the vacation year, shall be entitled to four (4) weeks' vacation with pay amounting to eight percent (8%) of gross wages earned or one-hundred and sixty (160) hours' pay, whichever is greater.
- (d) An employee whose eighteenth (18th) year of service with the Company is completed by December 31 and who has completed two-hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked during the vacation year, shall be entitled to five (5) weeks' vacation with pay amounting to ten percent (10%) of gross wages earned or two-hundred (200) hours' pay, whichever is greater.
- (e) An employee whose thirtieth (30th) year of service with the Company is completed by December 31 and who has completed two-hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two days shall be considered as days worked during the vacation year, shall be entitled to six (6) weeks' vacation with pay amounting to twelve percent (12%) of gross wages earned or two-hundred and forty (240) hours' pay, whichever is greater.
- (f) An employee with more than three (3) years' service with the Company who has not completed the minimum two-hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two days of absence due to verified illness, accident or authorized leave of absence, with twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled only to vacation amounting to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of gross wages earned during the vacation year, whichever is applicable.
- (g) Vacation entitlements shall be taken in the calendar year in which an employee's anniversary occurs.
- (h) Payment for vacations will be based on service completed between July 1 and June 30 the previous year.
- (i) A supplementary vacation of one (1) week will be granted to all employees. This extra week will be taken at a mutually acceptable time, but not later than March 31 of the contract year. This will be paid pro rata up to two percent (2%) of gross wages or one (1) week's wages whichever is greater.

Article 42.02

If, during the term of this Agreement, the federal and/or British Columbia Provincial governments shall, by legislation, set forth certain minimum vacation allowance standards to be observed with the province of British Columbia and such minimum vacation allowance standards are greater than the vacation allowance provided for in this Agreement, then such new minimum vacation allowance standards shall become part of this Agreement.

Article 42.03

No employee shall be permitted to accept extra pay in lieu of actual vacation time off. Vacation periods are non-cumulative and must be taken by December 31 of each year.

Article 42.04

Annual vacation pay may be collected by employees upon request. The Company shall prepare for payment to the employee by separate cheque all monies owing to the last pay period in June for payment on the first pay day in July. A minimum of two (2) weeks' notice shall be provided by the employee on a form issued by the employer.

**ARTICLE 43 - GENERAL HOLIDAYS**

Article 43.01

Double time, in addition to regular statutory holiday pay, shall be paid to employees for work performed on the day on which the following statutory holidays are observed:

- |                    |                   |
|--------------------|-------------------|
| New Year's Eve Day | Labour Day        |
| New Year's Day     | Thanksgiving Day  |
| Good Friday        | Remembrance Day   |
| Easter Monday      | Christmas Eve Day |
| Victoria Day       | Christmas Day     |
| Canada Day         | Boxing Day        |
| B.C. Day           |                   |

or any other day which may be declared to be a statutory holiday by either the federal or provincial governments.

Article 43.02

If a statutory holiday falls on a Saturday or Sunday it shall be observed on the following Monday, unless otherwise agreed to by the Parties to this Agreement.

Article 43.03

If no work is performed on the above Statutory Holidays, employees shall receive the straight-time hourly rate in effect that immediately preceded the non-scheduled work period.

Article 43.04

Statutory Holidays will be paid in accordance with the *Employment Standards Act*.

Article 43.05

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

Article 43.06

An employee on excused absence or who is on sickness and accident or Workers' Compensation Board benefits, will be paid for the holidays falling during the benefit period, but in no case for a period exceeding four (4) months.

Article 43.07

In addition to the above, one floating holiday will be granted at a time mutually agreed to between the Parties.

Article 43.08

For the Christmas/New Year shutdown, the Plant will:

Close at the end of the work day on December 21, 2001 – reopen January 2, 2002.

Close at the end of the work day on December 23, 2002 – reopen January 2, 2003.

Close at the end of the work day on December 23, 2003 – reopen January 2, 2004.

For any of the days during these periods which are not covered by the General/Statutory Holidays called for in this Article, an employee may use one of the following:

- (a) unused vacation
- (b) unused supplementary vacation
- (c) the Floating holiday called for in this Article
- (d) take the day(s) as time off without pay
- (e) unused sick day(s)

In the case of Plant employees who are required to work during this period, they will be paid double time for all hours worked.

**ARTICLE 44 - AGREEMENT SIGNATURES**

Article 44.01

IN WITNESS WHEREOF the Parties have hereunto affixed their hands and seals through their respective officers.

SIGNED BY THE COMPANY:

SCHNEIDER CANADA INC.

\_\_\_\_\_

\_\_\_\_\_  
Date

SIGNED BY THE UNION:

LOCAL 258 OF THE  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

\_\_\_\_\_

JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

\_\_\_\_\_  
Date

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## APPENDIX "A"

### SCHEDULE OF WELFARE BENEFITS

- (a) Medical and Surgical Services covered by B.C. Medical Plan. One-hundred percent (100%) of Plan paid by the Company.
- (b) M.S.A. Extended Health Benefits Plan. One-hundred percent (100%) of Plan paid by the Company.

- (c) Group Insurance Plan

Life and A.D. & D. - \$40,000.00. One-hundred percent (100%) paid by the Company.

- (d) Weekly Sickness and Accident Benefits:

1-1-4-52 at sixty-six and two-thirds percent (66 2/3%) of wages per week.

The Company agrees to pay the cost of all doctors' certificates as required by the Plan.

The Parties agree that as the Company is paying the total cost of Weekly Indemnity and Accident Benefit Insurance premium costs, any refund of monies due to the Parties under premium formula set by Employment Insurance shall be refunded to the Company.

Each employee will be entitled to accumulate one (1) sick day per month not to exceed five (5) sick days per year. Effective April 1, 2000 this will increase to six (6) days. An employee may carry two (2) unused sick days forward to the following year to have a maximum of seven (7) and eight (8) days respectively. As of December 31 of each year any unused sick days not to be carried forward will be paid out at one hundred dollars (\$100.00) for each unused day and deposited to the employees R.R.S.P.

- (e) Dental Plan - 90% Basic - 80% Major to a maximum of \$2,000.00 for any one person in a calendar year.

Orthodontics coverage at 50% of incurred costs to a maximum of \$1,500.00 per person per lifetime.

- (f) The Company will pay the equivalent of eight and three-quarters of a percent (8.75%) of the Improver's hourly rate of pay for all hours worked, including outside work, employer-paid sick days (not weekly indemnity), vacations and Statutory Holidays on behalf of each employee into the Employees Registered Retirement Savings Plan (RRSP). The Employer agrees to deduct voluntary employee RRSP contributions and forward them to the employee's RRSP account.

All overtime hours worked for the purposes of the above shall be considered as two (2) payroll hours.

(g) Vision Care

The vision care program will provide for eye glasses and/or contact lenses to a maximum of \$200.00 per family member each two (2) years. No deductible.

(h) Long-Term Disability

Effective April 1, 1990, the L.T.D. Plan will provide a sixty percent (60%) benefit to a maximum of \$1,500.00 per month.

(i) Premium Payments

The Company agrees to pay the full cost of those items (a) to (h).

All the above benefits are subject to the terms and conditions of the various policies and plans.

(j) The Employer will continue to pay its share of premiums for the period of leave governed by the *Employment Standards Act*, Maternity and Parental Leave provisions. Maintenance of benefit coverage beyond the period covered by the *Employment Standards Act* will be at the expense of the employee.

**APPENDIX "B"**

**WAGE RATES**

	<u>Apr 1/01</u>	<u>Apr 1/02</u>	<u>Apr 1/03</u>
<b><u>Grade Classification</u></b>			
1. Production Assembler Key Interlock Assembler			
Start	\$ 16.00	\$ 16.36	\$ 16.77
3 months	\$ 17.00	\$ 17.38	\$ 17.82
6 months	\$ 18.00	\$ 18.41	\$ 18.87
12 months	\$ 21.10	\$ 21.57	\$ 22.11
18 months	\$ 21.59	\$ 22.08	\$ 22.63
24 months	\$ 22.10	\$ 22.60	\$ 23.17
30 months	\$ 22.61	\$ 23.12	\$ 23.70
2. Stockman			
1st 6 months	\$ 21.38	\$ 21.86	\$ 22.41
Thereafter	\$ 21.98	\$ 22.47	\$ 23.03
3. Mechanic Painter II	\$ 22.83	\$ 23.34	\$ 23.92
4. Improver/Shipper/ Receiver			
Start	\$ 23.07	\$ 23.59	\$ 24.18
12 months	\$ 24.03	\$ 24.57	\$ 25.18
18 months	\$ 24.27	\$ 24.82	\$ 25.44
5. Journeyman/ Maintenance Man Group Leader	\$ 25.48	\$ 26.05	\$ 26.70
6. Charge Hands	\$ 29.14	\$ 29.81	\$ 30.56

No employee hired prior to April 1, 2001 will be subject to receive the starting through six-month rates. They will receive the rate (plus negotiated increase) they were receiving at the time of layoff.

A new employee with demonstrated experience will start at the 12-month rate.

NOTE: An employee previously employed at the Federal Pioneer plant with experience in same product line, will start at 18 month rate of pay.

C.O.L.A.

Provide for a percentage increase to all wage rates in effect for each rise over one percent (1%) above the negotiated wage increase in the Canada C.P.I. (1990 = 100) starting with the base month of April 2001 and running yearly in each year of the Collective Agreement. C.O.L.A. wage increases will be folded into the hourly base rates, in the month following an increase over the trigger point and continuing each month there is an identified rise.

The C.O.L.A. will be paid on all monies paid. C.O.L.A. will be capped at two percent (2%).

Non-Permanent Rates

Notes:

Charge Hands Journeyman rate plus fifteen percent (15%) paid when leading group of 10 – 20 employees.

Night Shift

Group Leaders Own rate plus fifteen percent (15%) and shift premium plus one-half (1/2) hour overtime per shift, when the shift consists of himself/herself plus two (2) others, or

Night Shift

Charge Hand The Charge Hand Rate plus shift premium plus one-half (1/2) hour overtime per shift when the shift consists of himself/herself plus three or more.

Note - In both cases additional overtime will be paid in the normal manner.

Plater

The position of Plater for as long as it is required, will be paid at the top of the Grade 2 Rate.

Toolmaker

Journeyman Machinist rate plus seven percent (7%) paid when required to do Tool and Die work.

First Aid

Attendant Employees designated as First Aid Attendants shall receive one dollar (\$1.00) per hour in addition to their regular hourly wage rate.

One (1) employee with valid First Aid Certificates shall be designated as back-up First Aid Attendants and will be paid a premium of fifty cents (\$0.50) per hour. The Company agrees to pay the cost of the required First Aid Course(s) and straight-time wages for the hours of the course or the equivalent time off to study for the test.

## APPENDIX "C"

### JOB DESCRIPTIONS

#### Production Assembler/Key Interlock Assembler

They shall be able to independently assemble switchgear, panel boards, and key interlock assembly from drawings and related information under the guidance and direction of the Charge hand or Group Leaders.

#### Improver Fabricator

The second man on a Fabricating Team he shall be able to do all the trade functions of a Journeyman Sheet Metal worker, under the direction of a Journeyman Sheet Metal worker. This does not preclude the possibility of having more than one Improver Fabricator on the Team.

#### Improver Assembly/Wiring

In the assembly or wiring of switchgear from drawings and related information he may work independently and may direct not more than two (2) lower paid employees.

#### Improver Press Shop

Performs all operations and related functions on one or more of the following machines including set-up:

Punch Presses  
Press Brake

#### Journeyman Sheet Metal

Tradesman with ability and experience to lay-out, develop and fabricate sheet metal and structural frameworks. Able to lay-out, fabricate and assemble buss work, cable and insulating supports and install these and other components into switchgear and other frameworks. Must have necessary skill to use machines installed for cutting, bending, forming, spot welding and punching sheet metal and be capable of electric arc welding frameworks and oxyacetylene cutting of metal. Must be able to read and work from blueprints.

#### Journeyman Electrician

Tradesman with ability to carry out control wiring on high or low voltage switchgear from diagrammatic blueprints. Must be capable of performing satisfactory heat tests, and overload tests on circuit breakers and understand principles involved and the precautions necessary to obtain

accurate results. Must have a good knowledge of C.S.A. requirements concerning air gaps, creepage and insulation of low voltage and high voltage metal clad switchgear. Must be able to operate test equipment in the department and have good basic knowledge of the fundamentals of electricity and be able to carry out electrical maintenance work in the Plant.

### Journeyman Welder

Operator capable of doing both oxyacetylene and electric arc (both A.C. and D.C.) welding. Must have a satisfactory knowledge of the type of welding rod and current required for various types of metal to be welded. Must have knowledge of the proper use and care of equipment, such as oxygen and acetylene supply tanks, regulating valves, hoses, torches and arc welding machines. Must be capable of producing neat welded joints whether horizontal, vertical or overhead. Must have a knowledge of silver soldering and ability to do silver soldering, brazing and oxyacetylene cutting. Must have a working knowledge of the principles of heat treatment of steel. Must be able to read and work from blueprints.

### Journeyman Machinist

Operator with ability and experience to set-up work and operate machine tools such as lathes, millers, shapers, surface grinder, drill presses, etc. Must be capable of making fixtures required for any machining operation in the Plant. Must be capable of dismantling, repairing and overhauling these machines and other machinery in the Plant within the capabilities of the Plant equipment.

Must be capable of making simple templates, drills, jigs, welding and assembling jigs to nominal tolerance without detailed instructions or operation other than samples of the finished part of drawings thereto. Must have a working knowledge of the physical properties of tool steel and the principles of its heat treatment and be able to employ these principles. Must have a thorough knowledge of U.S. standard screw threads and of the physical properties of common metals such as steel, cast iron, bronze and aluminium. Must have the ability to read and work from blueprints.

### Journeyman Painter

Tradesman qualified to brush or spray-paint switchboards and related electrical apparatus. Must possess a general knowledge of paint technology and sheet metal finishing processes. Must have ability to mix colours and be qualified to operate painting and paint baking equipment provided.

### Journeyman Maintenance Man

Maintains and repairs all Plant equipment and buildings.

Note: All Journeymen must be sufficiently responsible to work without direct supervision and must be capable of instructing and directing other lower paid employees within the trade.

### Shipper/Receiver

An employee responsible for the control of all incoming and/or outgoing parts, equipment, etc., including the completion of the relevant documents. May be required to direct other lower paid employees.

### Painter II

The second spray-painter on the paint line working under the direction of a Journeyman Painter.

### Stockroom

An employee engaged in handling, stocking, storing and/or control of material and purchased components.

### Plater

An employee qualified to operate the Plating Shop and to instruct and direct lower paid employees in the section.

### Janitor

An employee engaged in cleaning, sweeping and other general duties related to the care and housekeeping of the Plant and Office.

### Charge Hand

A fully qualified Journeyman who is capable of instructing and directing others in the department in which he/she works. They will be required to have good interpersonal skills, good oral and written communication skills. A Charge Hand's crew will consist of more than ten (10) and not more than twenty (20) persons, exclusive of himself/herself. He/she shall have a thorough knowledge of Shop practice and work in close co-operation with the Foreman concerned and the Production Manager.

The Company will make available its Purchasing Department for employees to purchase such tools as may be required in the function of his/her classification. Payment of such purchases shall be on a cash sale basis.

### Group Leader

An employee in the Quick Delivery Centre who is responsible for the instruction or direction of a maximum of ten (10) other employees in lower classifications. They will be required to have good interpersonal skills, good oral and written communication skills.

Note: Each employee must possess hand tools necessary for him to adequately fulfil work he/she is called on to perform in his/her classification.

**Production Assembly Classification Chart**

<u>Classification</u>	<u>Operation</u>	<u>Performs</u>	<u>Products</u>
Production Worker	a) Operates punch presses and Production machine tools, works from simple drawings, material handling. Assists other trades.		Service Entrance Switchgear Interlocks ACB Assembly Disconnects.

**Fabrication and Assembly Classification Chart**

Mechanic	d) Works from drawings, assembles switchgear. Operates shear.	d	All Products
Improver	e) Set up and/or operates special machines, does final assembly of switchgear, does all types of welding, burning and fabrication.	d+e	
Journeyman	f) Does all types of welding and burning, organizes and supervises fabrication and assembly.	d+e+f	

**Electrical Classification Chart**

Mechanic	c) Assembles finished products, makes and installs harness, calibrates and tests.	c	ACB
	Mounts and wires instruments components. Works from drawings.		All Products

Improver	d)	Makes and installs custom harnesses, does final inspection and tests under the direction of a Journeyman.	c+d	All Products
Journeyman	e)	Performs full electrical function, organizes and supervises all phases of electrical work.	c+d+e	All Products

**APPENDIX "D"**

**PROTECTIVE CLOTHING AND ACCESSORIES**

The Company will provide such protective clothing and accessories as it requires employees to wear on the job or as required by the Workers' Compensation Board.

All Employees

Safety Shoes - on proof of purchase the Company will reimburse in the amount of one-hundred dollars (\$100.00) per pair per year. This allowance may be accumulated for a maximum of two (2) years or the employer and the employees will agree on a supplier and the company will pay the full cost of one reasonably priced pair per year.

All Employees

Prescription Safety Lenses - on proof of purchase the Company will reimburse the employee the difference in cost between Standard Prescription Lenses and Prescription Safety Lenses.

**LETTER OF UNDERSTANDING #1**

BETWEEN:

**SCHNEIDER CANADA INC.**  
RICHMOND, BRITISH COLUMBIA

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: SUMMER STUDENTS**

1. To provide summer employment for students for the period of May 1st to Labour Day each calendar year. Local Union 258 members will be given first preference for hire.
2. There will be no summer students hired when Schneider Canada Inc. members are on layoff or when work sharing programs are in effect.
3. Conditions of work will be in accordance with the Collective Agreement except that they will not participate in the Health and Welfare or Pension Plans of the Company, nor will they have any rights under the following Articles of the Collective Agreement.

Article 14 - Technological Change

Article 22 - Seniority

Article 23 - Layoff

Article 26 – Promotions

4. The rate of pay for summer students will be 90% of the start rate as outlined in Appendix "B".

DATED AT RICHMOND THIS \_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING #2**

BETWEEN:

**SCHNEIDER CANADA INC.**  
RICHMOND, BRITISH COLUMBIA

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: RED CIRCLING OF EMPLOYEES DOING PAINT WORK**

The Parties agree that the following individuals shall receive the Painter rate of pay when working or assigned to work as a Painter. The Company further agrees that the above mentioned individuals will be given first refusal on temporary assignments in painting work.

1. Grant Agnew
2. Randy Lovell
3. Roland Soehn

DATED AT RICHMOND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

---

JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

**LETTER OF UNDERSTANDING #3**

BETWEEN:

**SCHNEIDER CANADA INC.  
RICHMOND, BRITISH COLUMBIA**

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: QUICK DELIVERY CENTRE GROUP LEADER**

The Parties agree that the position of Group Leader will be maintained in the Quick Delivery Centre Department at all times.

DATED AT RICHMOND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING #4**

BETWEEN:

**SCHNEIDER CANADA INC.**  
RICHMOND, BRITISH COLUMBIA

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: PARKING LOT**

The Company agrees to upgrade and maintain the present parking lot to ensure reasonable parking conditions.

DATED AT RICHMOND THIS \_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING #5**

BETWEEN:

**SCHNEIDER CANADA INC.**  
RICHMOND, BRITISH COLUMBIA

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: EDUCATION**

The Company encourages the self-development of its employees and realizes the importance of education as a means to achieve it.

The Company will reimburse any Plant employee with the full cost of any educational course providing that it relates to their area of responsibility. Half of the cost will be reimbursed at the time of enrolment and the balance on successful completion of the course, but will exclude the cost of textbooks.

Before commencing the course, the employee must obtain approval from his departmental manager.

The employee is expected to produce copies of receipts, etc. at time of registration and evidence that he/she has passed the examination/course, etc.

Only employees who have completed their probationary period are eligible.

DATED AT RICHMOND THIS \_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE UNION

---

JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

**LETTER OF UNDERSTANDING #6**

BETWEEN:

**SCHNEIDER CANADA INC.**  
RICHMOND, BRITISH COLUMBIA

(hereinafter referred to as the “Company”)

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the “Union”)

**RE: PRE-RETIREMENT SHORT WORK WEEK**

An employee who has formally announced their intention to retire may request to work part time for a maximum of one (1) year. The Company has no obligation to agree to this request. If accepted, the employee would retain their seniority and if there were a layoff, they would be laid off in accordance with their seniority. The Employer would pay for benefits for the employee. Vacation would be calculated on percentage of hours worked only and not equivalent to a forty (40) hour week. Short-Term Disability and paid sick days would also be prorated for employees working a reduced work week. Any arrangements must be in writing, signed by the Company, employee of the Union. This agreement can be terminated with two (2) weeks’ written notice by any party.

DATED AT RICHMOND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

\_\_\_\_\_

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

**LETTER OF UNDERSTANDING #7**

BETWEEN:

**SCHNEIDER CANADA INC.  
RICHMOND, BRITISH COLUMBIA**

(hereinafter referred to as the "Company")

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter referred to as the "Union")

**RE: ALTERNATIVE WORK SCHEDULE**

The first shift will work nine (9) hours per day, Monday through Thursday and eight (8) hours on every other Friday, with the other Friday off. It would be the Company's intent to do this for a trial period of say three (3) months. At the end of this period, the Company would want to review the effects this had on: Customer Service, Productivity and Employee Morale. Also, at the end of this trial period, it would need to be determined whether this should be made a permanent arrangement.

The second shift will work eight and one-half (8.5) hours per day, Monday through Thursday and seven and one-half (7.5) hours every other Friday, with the other Friday off.

The third shift will work eight (8) hours per day Monday through Thursday and seven (7) hours every other Friday, with the other Friday off.

It is agreed that during this trial, the employees will be split into two groups so that one half the employees are scheduled off on any given Friday. While it has been agreed that the Company and the employee must mutually agree on which split shift they are on, the Union recognizes the Company will need to separate First Aiders, Shipping, Assembly and Wiring so as to have all areas covered.

Any shortage of banked hours will be reflected on the pay period which pays for the Friday off.

DATED AT RICHMOND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2001

SIGNED ON BEHALF OF THE  
COMPANY:

SIGNED ON BEHALF OF THE  
UNION:

\_\_\_\_\_

\_\_\_\_\_

JOHN E. McGRAW  
Business Manager and  
Financial Secretary