

COLLECTIVE AGREEMENT

Term: July 1, 2000 to June 30, 2005

BETWEEN

BARTECH HOLDINGS LTD.

(Hereinafter referred to as “the Company”)

AND

UNITED STEELWORKERS OF AMERICA

(ON BEHALF OF LOCAL UNION 882)

(Hereinafter referred to as “the Union”)

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Company and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW THEREFORE in consideration of the mutual covenants and agreements herein set forth, the parties hereto agree as follows.

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 2, Definition of Employee, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions and conditions of employment.

1.02 Persons whose regular jobs are not in the bargaining unit shall not work on any jobs that are included in the bargaining unit except for purposes of instruction, experimentation or product development.

1.03 The Company will not have work done on the premises of the Company by persons who are not employees of the Company, the nature of which work is normally and customarily performed by employees in the bargaining unit.

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement includes all employees except those specified in Section 2.02 hereof.

2.02 The foregoing Section of this Article shall not apply to those employees excluded by the Labour Relations Board, office staff and salesmen.

ARTICLE 3 - MANAGEMENT

3.01 The Management and operation of the plant, and the direction of the employees, including the right to hire and the right to discharge, suspend or layoff an employee for just cause, is vested in the Management

provided, however, that this article will not be used in a discriminatory manner against any employee or group of employees, and provided further that Management rights under this Article shall not be exercised in any way inconsistent with or in violation of any of the terms or provisions of this Agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 MEMBERSHIP

The Company agrees that all employees covered under this Agreement, and all new bargaining unit employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company to implement the provisions of Article 4.02 to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers of America at 1 – 352 Seymour Street, Kamloops, BC V2C 2G2;**
- (b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing; and**
- (c) complete and sign a *Union Death Benefit* card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).**

4.01 Check-Off: Process and Procedures

- (a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers of America.**
- (b) The Union will give reasonable notice to the Company for any changes in Union dues, fees or other amounts that the Company is required to deduct. All changes will coincide with the beginning of the Company’s next pay period.**

- (c) **No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:**

**International Secretary-Treasurer
United Steelworkers of America
Unit D, Box 34223
Vancouver, BC V6J 4N1**

- (d) **The monthly remittance shall be accompanied by a completed USWA R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e. W.C.B., W.I., laid off, etc.**

- (e) **A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded to:**

(i) **United Steelworkers of America, Local 882
P.O. Box 177
Blubber Bay, BC V0N 1E0
Attn: Financial Secretary**

(ii) **United Steelworkers of America, Servicing Staff Office
By facsimile @ (250) 374-3927
Attn: Daniel Will**

- (f) **The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).**

- (g) **The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with the Article.**

ARTICLE 5 - HOURS OF WORK

- 5.01** The standard workday shall consist of eight (8) hours worked between the hours of 8:00 a.m. and 4:30 p.m. with a designated thirty (30) minute lunch period, Monday to Friday, inclusive.
- A four day week consisting of four (4) ten (10) hours shifts may be introduced by the parties. Shifts will be decided by the parties and applicable days and hours to be worked. Article 5.05(a) will be amended to take into account ten (10) hour shifts in the event overtime is worked.
- 5.02** **Afternoon Shift** Where a second shift is employed the hours of work will be eight (8) hours between the hours of 4:30 p.m. and 1:00 a.m. with a thirty (30) minute lunch period. There will be a premium of fifty cents (\$.50) per hour for second shift work.
- 5.03** **Shift Rotation** Shifts will rotate to allow employees equal time on all shifts.
- 5.04** Five shifts, Monday to Friday, inclusive, shall constitute a regular week's work on all shifts. It is agreed that from time to time, and on a temporary basis only, it may be necessary to schedule work on Saturday for which straight time rates will be paid. Under this schedule, Sunday and Monday will become the workers' day of rest. The Company agrees to provide a minimum of one week's notice prior to scheduling employees to work Saturdays.
- 5.05 (a)** Time worked in excess of standard hours of work shall be considered as overtime. Overtime rates shall be one and one-half times his regular wage for all hours worked in excess of 8 in a day, and 40 in a week. Time and one half (1 1/2) shall be paid for the first three (3) hours of overtime and doubletime thereafter. Doubletime will be paid after forty-eight (48) hours in any week, but daily overtime shall not be included when calculating the forty-eight hours.
- (b)** Where a week contains a general holiday to which an employee is entitled the reference to hours in a week as above shall be reduced by 8 hours for each general holiday in the week, and in calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by him on the general holiday.
- 5.06** Employees shall have eight (8) hours' rest between shifts. In the event an employee is recalled to work before such eight (8) hours elapse, he shall be considered as still working on his previous shift and shall be paid the appropriate premium rates.

- 5.07** Employees called in to work in the Shop before their regular starting time shall be paid at time and one-half (1 1/2) for time worked prior to their regular starting time.
- 5.08** The lunch period shall be mutually arranged between the Company and the Union.
- 5.09** Employees required to work during the lunch period shall be paid time and one-half (1 1/2) but in no event shall employees be required to work more than five (5) consecutive hours without one-half (1/2) hour off to each lunch.
- 5.10 (a)** Subject to the exceptions set forth in this section, any employee reporting for work shall be guaranteed eight (8) hours' work at his regular job, or pay equivalent thereto provided that, if there are insufficient hours of work available at the employee's regular job, the employee shall perform such other work as may be assigned to him to qualify for such pay. The provisions of this Section shall not apply in case of shutdown necessitated by emergencies completely beyond the control of the Company or if the employee:
- 1.** voluntarily quits, or
 - 2.** was previously instructed not to report, and in any such event or circumstances the employee shall then only be paid for the actual time he worked.
- (b)** Any employee called in to work after he has punched out shall be guaranteed a minimum of four (4) hours' work at his regular job, or pay equivalent thereto, at time and one-half (1 1/2) his regular hourly rate.
- 5.11** In the event of a work shortage or a reduction or discontinuance of operations, the Company agrees to consult with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off employees. The Company and the Union are agreed that sharing of work is preferable to laying off employees.
- 5.12** The Parties are agreed that all overtime will be voluntary.

5.13 Employees requested to work more than two (2) hours of overtime shall be given one-half (1/2) hour on Company time to eat their lunch. Employees will receive ten dollars (\$10.00) to purchase meal. Every four hours thereafter employees shall be given an additional one-half (1/2) hour on Company time to eat a meal and will be reimbursed up to \$10.00 each time.

5.14 **Overtime** shall be distributed equitably among the employees in that particular job classification who have signified voluntarily that they wish to work overtime. The Company shall prepare a list of such employees, commencing with the most senior employee, and the overtime work shall be then rotated amongst the employees on that list commencing with the most senior employee. Employees should not be called in to perform work outside their job classification, except when there are no employees in that job classification available to do the work.

ARTICLE 6 - STATUTORY HOLIDAYS

6.01 All employees covered by this Agreement shall receive eight hours' pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages that they may be in receipt of for work performed on such holidays:

- | | |
|-------------------|-------------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Good Friday | 9. Remembrance Day |
| 3. Easter Monday | 10. Christmas Day |
| 4. Empire Day | 11. Boxing Day |
| 5. Dominion Day | 12. Floater Holiday* |
| 6. B.C. Day | 13. Any day so declared |
| 7. Labour Day | by the Provincial or |
| | Federal Governments |

* To be taken at the Employee's discretion with one week advance notice to the Employer.

6.02 Payment for any of the holidays above stipulated shall not be voided should such holiday(s) fall on a Saturday or Sunday. A holiday falling on a **Saturday or** Sunday will be observed on the immediately following Monday.

6.03 Should any of the above holidays occur during the employee's vacation period, he shall be given an extra day's vacation with pay for each holiday.

6.04 In order to qualify for the eight (8) hours' pay for Statutory Holidays as set forth in this Article, the employee must be either on the Seniority list, or have thirty (30) calendar days' service with the Company.

6.05 Employees not actively employed because of lay-off, unpaid leave of absence, sickness or accident, and not eligible for Workers' Compensation payments for the Statutory Holiday(s) in question, and who work some time within the fourteen (14) day period prior to, or the fourteen (14) day period following the Statutory Holiday(s) in question shall qualify for Statutory Holiday pay for such Statutory Holiday(s).

ARTICLE 7 - VACATION WITH PAY

7.01 Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

Years of Continuous Service	Vacation Period	Vacation Pay
Less than 1 year fraction of month worked (max. 10 working days)	1 day for each major	4% of gross earnings
1 yr but less than 3	2 weeks	4% of gross earnings
3 yrs but less than 7 yrs	3 weeks	6% of gross earnings
7 yrs but less than 13 yrs	4 weeks	8% of gross earnings
13 yrs but less than 18 yrs	5 weeks	10% of gross earnings
18 yrs and over	6 weeks	12% of gross earnings

*Gross earnings is the amount of money earned in the period July 1st up to and including June 30th and shall include vacation pay.

7.02 (a) Employees with one (1) or more year's service with the Company as of June 30th of any year shall receive at least two (2) weeks vacation,

schedule some time within the vacation period of June 1st to August 31st of that year. Employees will have preference of vacation periods in accordance with their seniority within departments and/or job groupings.

- (b) Additional weeks of vacation for which employees may be eligible shall be taken at a mutually agreed upon time, that will not unduly interfere with production schedules.
- (c) The Company agrees to consult with its employees in an attempt to meet their individual vacation requirements.
- (d) Authorized leave of absence for sickness or accident, layoff or other causes acceptable to the Company shall not affect the employees right in respect to vacations.
- (e) Vacation requests must be made by April 1st of each year **for the two (2) week's vacation during prime time.**
- (f) **The Company will confirm in writing to each employee within one (1) week of the employee's request for vacation whether or not the vacation is approved. This does not include the two (2) week's vacation for prime time as referred to in 7.02 (e).**

- 7.03 (a) Vacation pay shall be paid at the time the vacation is taken and in proportion to the amount of vacation being taken.
- (b) Vacation pay shall be paid by separate cheque.

ARTICLE 8 - SENIORITY

- 8.01 (a) **Seniority Principle** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his length of service with the Company, and his ability to efficiently fulfil the job requirements.
- (b) All promotions, transfers, filling of vacancies, layoffs, terminations, and re-hiring after lay-offs or terminations will be done strictly in accordance with the provisions set forth 8.01(a).
- (c) **Probationary Period** Seniority of each employee covered by this Agreement will be established after a probationary period of **sixty (60)** days worked which may be accumulated over a period of six (6) months.

8.02 Seniority Will Be Maintained and Accumulated During:

- (a) occupational injury;
- (b) absence from employment while serving in the non-permanent armed forces of Canada;
- (c) temporary illness or non-occupational injury causing absence;
- (d) jury duty, union gatherings, and collective bargaining negotiations;
- (e) authorized leave of absence; and/or
- (f) absence due to layoff for the following periods after which an employee's seniority will terminate:
 1. Less than 12 months seniority - 3 months
 2. Over 12 and less than 60 months seniority - 12 months
 3. Over 60 months seniority - 24 months

8.03 Seniority Standing Will Be Cancelled If An Employee:

- (a) voluntarily leaves the employ of the Company;
- (b) over-stays authorized leave of absence;
- 8.03 (c) is discharged and not reinstated under the terms of this Agreement;
- (d) is recalled to work and does not report within six (6) working days of receiving notice by registered mail;
- (e) is still on layoff and the seniority retention period has elapsed as described in 8.02(f); and/or
- (f) leaves the bargaining unit for more than twelve months to work in a supervisory capacity.

8.04 Recall Procedure Laid off employees with seniority will be given the first opportunity to be **recalled**. Employees will be notified of recall by telephone, telegraph, or other type of message that will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the Shop Steward or Union Committeeman.

Recalled employees will be credited with the seniority they had at the date of layoff in accordance with 8.02, 8.03 and 8.04.

It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number.

8.05 (a) **Seniority Lists** The Company will prepare Seniority Lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name and clock number;
2. employee's starting date;
3. employee's length of service in years and days;
4. employee's regular classification and regular rate of pay; and
5. probationary employees will also be shown on the list.

(b) **Seniority Lists - Additional** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

ARTICLE 9 - SAFETY & HEALTH

9.01 Safety and Health - Responsibility

- (a)** The Company agrees that it is the responsibility of the Company to make adequate provision for the safety and health of the employees during the hours of their employment.
- (b)** The Union and the employees agree to co-operate fully with the Company on all matters of health and safety.

9.02 **Safety Committee** - It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a Management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the notice board.

9.03 **Housekeeping and Sanitation** - All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

- 9.04** **Washroom, Lunchroom** - Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap, and other supplies normally found in restrooms.
- 9.05** **Injured Employee Reporting Procedure** - Any employees suffering from injury while in the employ of the Company (performing or engaged in any activity that is covered by Workers' Compensation) must report immediately to the First Aid Department (Attendant) or as soon thereafter as possible, and also report to this Department (Attendant) on returning to work.
- 9.06** **Injured Employee Transportation** - Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid Training.
- 9.07** **Injured Employee Daily Earnings** - If an employee is injured on the job, the Company will maintain his normal daily earnings for the day of injury.
- 9.08** **Employees Working Alone** - Where an employee is employed under conditions where he might be injured and not be able to secure assistance, the employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.
- 9.09** The Company shall, while employing **five (5)** or more men, have available to their employees the services of a qualified First Aid Attendant. The First Aid Attendant shall have his station on the premises of the Company.
- 9.10** **The Parties agree that the overhead cranes will be inspected every six (6) months.**
- 9.11** **Employees' Right to Refuse**
- (a)** **A person shall not carry out any work or operate any equipment, tool, or appliance if he has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.**
- (b)** **A supervisor shall not knowingly perform or permit a worker to perform work that is, or could create, an undue hazard to the health or safety of any person.**

- (c) **A person who refuses to carry out any work or operate any equipment, tool, or appliance, in compliance with section 1.10.1, shall forthwith report the circumstances to his supervisor.**
- (d) **The supervisor receiving a report under section 1.10.3 shall forthwith investigate the matter and ensure that any hazardous condition is remedied without delay; or if, in his opinion the report is not valid, he shall inform the person who made the report.**
- (e) **If the procedure provided for in section 1.10.4 fails to resolve the issue and the person continues to refuse to carry out the work, the supervisor or other management representative shall forthwith make an investigation in the presence of the person who made the report, together with another person having knowledge of the work in question and who is**
 - (i) **a worker representative or designate of the OHSC if available, or**
 - (ii) **designated by the local union to represent the person refusing to carry out the work, or**
 - (iii) **a co-worker selected by the person refusing to carry out the work.**
- 9.11 (f) **If the person still refuses to carry out the work after his supervisor and the other person have investigated the issue in accordance with section 1.10.5, and are both of the opinion that no undue hazard exists and that**
 - (i) **the refusal is considered to be justifiable for reasons peculiar to that particular person and,**
 - (ii) **there is no justification for an alternate person to refuse to carry out the work in question then, the supervisor, after informing the alternate person of the reason for the refusal, may have him perform the work.**
- (g) **If the procedures in sections 1.10.4, 1.10.5 and 1.10.6 fail to resolve the issue, the manager shall**

- (i) **conduct an investigation and either develop a plan that is acceptable to the persons who will do the work and that will allow the work to proceed safely, or suspend further work and,**
- (ii) **if the work is suspended or is allowed to proceed, submit a report to the district inspector describing the situation and any remedial action taken.**

- 9.12 (a) The OHSC Co-Chairpersons or their designates shall participate in the investigations of reportable accidents, dangerous occurrences and any other unusual accident or unexpected event that had the potential to result in serious injury.**
- (b) The OHSC Co-Chairpersons or their designates shall be informed as soon as possible, but within four (4) hours of the event, or accidents that cause injuries that require medical aid and, if they deem it necessary, they shall participate in the investigation.**
- (c) The manager and all persons working at the shop shall cooperate fully with the OHSC by:**
- (i) providing it with every reasonable facility for carrying out its inspections and investigations;**
 - (ii) allowing it access to all reports, plans, and records pertinent to the work of the OHSC; and**
 - (iii) correcting the safety hazards noted in the OHSC minutes within thirty (30) days or by the date agreed by the OHSC committee.**

ARTICLE 10 - GENERAL PROVISIONS

10.01 Any employee being discharged, laid off, or leaving of his own accord shall be paid all wages due to him as promptly as possible or, in any event, within forty-eight (48) hours of the expiration of the next working day.

10.02 The Union shall have the exclusive use of two (2) Bulletin Boards on the premises of the Company and provided by the company for the purpose of posting paper, notices, etc., which may be of interest to union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

10.03 Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to it at its registered address in Powell River, BC.

- 10.04** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 10.05** Representatives of the Union shall have access to the Company's premises.
- 10.06** In case of death in the immediate family the Company will grant three (3) days leave of absence with pay. "Immediate Family" shall mean parents, grandparents, wife, husband, children, brothers, sisters, mother-in-law, father-in-law and common-law spouse.
- 10.07** No employee shall be required to cross a picket line that has been recognized by the Union and no employee shall be required to handle any product or accept any service that has been declared "unfair" or "hot" by the Union. Refusal to cross a picket line or handle products or accept services as set forth herein shall not constitute a violation of this Agreement.
- 10.08** Employees will be allowed two (2) "coffee breaks" of ten (10) minutes each on Company time; one in the first half of each shift and one in the second half.
- 10.09** Employees shall take orders from the Plant Manager or Plant Superintendent only when the employee's immediate Foreman or Chargehand is not readily available.
- 10.10** The above section, 10.09, does not apply should the work be of an experimental or developmental nature.
- 10.11** The names of all Foremen and Chargehands setting forth their official status shall be posted on the Company's Bulletin Board(s).
- 10.12** **Discipline and Discharge**
- (a) Before taking disciplinary action, management shall first warn the employee unless the circumstances justify immediate discipline or discharge. Such warning must be in writing and given in the presence of an Union Committeeman or Shop Steward.
- (b) In the event of a claim that an employee has been unjustly or unreasonably reprimanded, disciplined, suspended or discharged and a grievance is

lodged, it shall be filed in Step 2 of the Grievance Procedure within five (5) working days of the day on which the disciplinary action was invoked.

10.13 Union Preferential Hiring

- (a) The right to hire employees is vested in the Company provided, however, that the Union shall be asked to fill any vacancy or vacancies arising, or any new position or positions before any person is hired. Hiring procedure shall be as set forth in (b) of this Section.
- (b) The Union undertakes to supply competent men within twenty-four (24) hours of notification by the Company, and if unable to do so, will notify the Company before the expiration of this twenty-four (24) hour period. It is agreed that in the event the Union gives such notification, the Company may then refer a person(s) of the Company's choice to the Union office. If acceptable to the Union, such person(s) may then be rehired by the Company. Acceptance shall not be unreasonably withheld.

10.14 Clean-Up Clean-up time shall be allowed prior to stopping time to the extent necessary to put away tools and materials safely, write out time cards and necessary records, and to prepare to leave the plant but employees shall not punch out or leave the premises before regular quitting time.

10.15 (a) The Company shall provide free of charge all those articles of an employee's working apparel that an employee is required to wear, and all safety devices including protective clothing that an employee is required to use under the terms of:

1. Company orders, rules or regulations; and
2. The provisions of the Workers' Compensation Act and Regulations and Orders pertaining thereto.

10.15 (b) Wearing apparel and protective clothing referred to in this section shall be furnished on a loan basis, and the employee will be required to sign for same and return them to the Company in good condition (fair wear and tear excepted) as and when the Company so requires.

10.16 Lost Tools The Company agrees to replace tools lost on assignments away from the Company premises.

10.17 Lay-off Notice If a shortage of work occurs, except through an equipment breakdown or except for other reasons completely beyond the control of

the Company, the employees to be laid off shall be given two (2) working days of notice or two (2) days of pay in lieu of such notice.

10.18 The Company will supply and launder coveralls for the employees at no charge to the employee.

10.19 **Allowances** Each employee who has completed six (6) months service with the Company and who works at least 1000 hours in the calendar year shall receive a one hundred and fifty (\$150.00) tool allowance once each calendar year. Vacation hours and union leave shall count as hours worked. Employees will have tools replaced if value exceeds one hundred dollars (\$100.00) except when tools are replaceable by employees under manufacturers' guarantee.

10.20 **Safety Boot Allowance** The Company will contribute once each calendar year one hundred **and fifty** dollars (**\$150.00**) to each employee having completed six (6) months service for the purchase of safety boots. **Effective July 1, 2004 the Company will contribute two hundred dollars (\$200.00) to each employee having completed six (6) months service for the purchase of safety boots.**

10.21 **Jury Duty** If an employee is summoned or subpoenaed for jury selection or for jury duty or as a crown witness the Company will grant the employee leave of absence with pay which will be the difference between his regular pay and the monies received for jury duty or as a witness.

On any day when an employee is called but not chosen for jury duty or as a crown witness he must return to work for the balance of the shift. He must supply the Company with a statement of time of reporting and release when not chosen for duty and official statement of payment for duty.

10.22 **Sick Days** The Company agrees to provide each employee who has completed six (6) months service with **three (3)** sick days each calendar year.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 In case a grievance arises in the plant an honest effort will be made to settle the difference in the following manner.

Step 1 The Shop Steward shall attempt to settle the grievance with the Foreman, and failing satisfactory settlement, Step 2 shall be invoked.

Step 2

- (a) The grievances shall then be put in writing and referred to the Union Representative along with the Shop Steward and/or the Grievance Committee shall attempt to reach a satisfactory settlement with Management. Failing to do so within three days, Step 3 may be invoked.
- (b) Grievances of a general or group nature shall be put in writing and initiated in Step 2 on submission to the management by the Shop Steward or the Union Representative.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the Parties hereto relating to the interpretation or application of this Agreement, including any question as to whether the matter is arbitrable or where an allegation is made that this Agreement has been violated, either of the Parties may, within thirty (30) calendar days after exhausting the grievance procedure established by Article 11 of this Agreement, notify the other Party in writing as soon as possible within the aforesaid thirty (30) calendar days of its desire to submit the difference or allegation to arbitration, and the notice shall contain a submission clearly stating the grievance or grievances to be arbitrated.

12.02 (a) Grievances referred to arbitration shall be heard by a sole arbitrator. The Company shall, within seven (7) days of the referral to arbitration, select the sole arbitrator, in rotation, from the following panel of individuals:

1. Vince Ready
2. Judi Korbin

(b) If, after making all reasonable efforts to select a sole arbitrator within the time herein set out, the Company is unable to find any sole arbitrator able or willing to act, such time limit will be extended to the length of time required to obtain the services of a sole arbitrator. If any individual of the above panel, who having been requested in his turn to act as sole arbitrator, shall be unable or unwilling to act, he shall not again be requested to act a sole arbitrator until his name comes up again on the regular rotation of the panel. Where none of the individuals on the panel are able to act a sole arbitrator, the Company may request the Minister of Labour make the appointment.

12.03 The sole arbitrator shall then hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any employee affected by it, and every Party bound by the Agreement and every person on whose behalf the Agreement was entered into, shall comply with the provisions and final settlement contained in the Agreement and shall fulfil all his obligations under the Agreement.

12.04 The sole arbitrator shall have only such jurisdiction and authority to interpret and apply the provisions of this Agreement as shall be necessary to the determination of the arbitrable issue. The sole arbitrator shall not have any power to add to, subtract from, modify, or alter in any way the provisions of this Agreement. Judgement upon the award entered may be entered in any court having jurisdiction.

12.05 The expenses and compensation of the sole arbitrator shall be divided equally between the Company and the Union.

ARTICLE 13 - WELFARE

13.01 The Company agrees to provide the following health and welfare coverage:

- (a) **Medical** - The medical coverage will be equivalent to that supplied by the British Columbia Medical Plan.

EXTENDED HEALTH BENEFITS

- (b) **Sickness and Accident** A sickness and non-compensable accident policy providing pay in the amount of Four Hundred Twenty-nine Dollars (\$429.00)* per week on a 1-4-40 basis. (First day of accident, fourth day of illness, for a period of forty weeks).

*Indexed to U.I.C. Maximum if above amount exceeded.

- (c) **Life Insurance Coverage** Life Insurance coverage in the amount of Twenty-five Thousand Dollars (\$25,000.00).

13.01 (d) **A.D.&D.** Accidental Death and Dismemberment coverage in the amount of Twenty-five Thousand Dollars (\$25,000.00).

- (e) **Vision Care** A Vision Care Program will be implemented in July 1982 the same as that contained in the Forest Industry Settlement.

13.02

GENERAL PROVISIONS

1. Premium costs of both medical and insurance plans to be 100% paid by the Employer.
2. (a) Coverage will be provided during layoff up to a cumulative maximum of three (3) months in a calendar year, beyond the current month of layoff **for employees with more than three (3) months but less than one (1) year of seniority. Benefits will continue for six (6) months beyond the current month of layoff for employees with more than one (1) year of seniority.**
 - (b) Coverage during layoff will be supplied without charge to the parties, subject to 13.02(a).

13.03

INSURANCE COVERAGE COMMENCES:

- Immediately for employees presently covered and on layoff upon return to work.
- Three (3) month waiting period for new employees.
- Three (3) month waiting period for employees who have been on layoff beyond their seniority retention period.

13.04

DENTAL PLAN

- (a) The Company will supply a Dental Plan as follows:

1. Coverage - Basic Dental - 100%
2. Prosthetic Appliances & Crown & Bridge Procedures - 50%
3. **Orthodontics**

Effective July 1st, 2004 the Company will provide an Orthodontic Dental Plan for employees and their families.

The lifetime maximum will be \$3000.00 per employee and for each family member. The Employer's percentage payable will be 50%.

13.04 (b) Premium Division:

Employer - 100%

(c) Effective Date:

1. September for all present employees

New Employees effective first of the month following three (3) months employment.

(d) Coverage will be provided during layoff up to a cumulative maximum of three (3) months in a calendar year, beyond the current month of layoff **for employees with more than three (3) months but less than one (1) year of seniority. Benefits will continue for six (6) months beyond the current month of layoff for employees with more than one (1) year of seniority.**

Coverage during layoff will be supplied without charge to the parties, subject to (d) above.

ARTICLE 14 - LEAVE OF ABSENCE WITHOUT PAY

14.01 Leave for Personal Reasons

(a) An employee may be allowed a leave of absence without pay for thirty (30) days for personal reasons if:

(i) he requests it from the Company in writing; and

(ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.

(iii) if however, the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he will be considered as having terminated his employment.

- (b) A leave of absence may be extended up to thirty (30) calendar days if there is a good reason, and the Company and the Union Committee agree to it. The employee must request the extension in writing before his first leave period has terminated.

14.01 (c) The Union will be notified of all leaves granted under this section.

14.02 **Leave To Attend Union Gatherings** Employees who have been elected or appointed by the Union to attend International, National, or Local gatherings will be granted leave of absence without pay for this purpose. Not more than two employees may take such leave at one time, and they must give the Company ten (10) working days' notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks plus reasonable travel time.

Leave For Union Business

- (a) The Company will grant an employee leave of absence up to one (1) year to work for the Local or International Union. The employee must request the leave of absence in writing and the Union must approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to requesting this leave.
- (b) Not more than two (2) employees may be on leave under this section at any one time and in no instance will two such leaves be granted in any six (6) month period.

ARTICLE 15- HUMANITY FUND

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

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

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has

been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

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

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

It is further agreed that the Company will pay the one cent (\$0.01) per hour on behalf of each employee monthly. These contributions will become the responsibility of the employees once there are more than twelve (12) employees on the payroll.

ARTICLE 16 - RRSP

Effective January 1, 2001 the Company will deduct twenty dollars (\$20.00) from each employee's pay on a bi-weekly basis which will be deposited into the employee's RRSP Account.

Effective July 1, 2001 – forty dollars (\$40.00)

Effective July 1, 2002 – sixty dollars (\$60.00)

Effective July 1, 2003 – eighty dollars (\$80.00)

Effective July 1, 2004 – one hundred dollars (\$100.00)

ARTICLE 17 - WAGES

BARTECH HOLDINGS WAGE SCHEDULE

<u>CLASSIFICATION</u>	<u>JUL 1/99</u>	<u>JUL 1/00</u>
Machinist	\$ 25.59	\$26.38
Mechanic	\$ 25.59	\$26.38
Welder/Fabricator 1	\$ 25.59	\$26.38

Welder/Fabricator 2	\$ 25.44	\$26.22
Welder/Fabricator 3	\$ 18.95	\$19.54
Labourer	\$ 18.22	\$18.78
Sweeper/Student	\$ 13.11	\$13.52

**** Upon ratification, the wage increase will be retro-active to July 1st, 2000.**

In each of the remaining four (4) years, employees will receive a wage increase equal to one percent (1%) above the British Columbia Consumer Price Index (CPI) calculated from May 30th to May 30th of each previous year. In the event the CPI is zero percent or a negative number in any particular year, employees will receive a one percent (1%) increase.

Chargehand shall receive **one dollar and fifty cents (\$1.50)** above highest rate supervised.

Shift Chargehand shall receive **two dollars and fifty cents (\$2.50)** above the highest group rate.

A qualified First Aid Attendant shall be on shift at all times and shall be paid as follows:

"C" Ticket - occupational rate plus 25 cents per hour

"B" Ticket - occupational rate plus 35 cents per hour

"A" Ticket - occupational rate plus 45 cents per hour

17.01 (a) If any new classifications are to be established, or if there is a significant classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question and, where required, select a suitable job title.

(b) If the Parties are unable to reach agreement then the dispute shall be settled through the Grievance and Arbitration procedures of this Agreement.

17.02 Employees shall receive daily rate retention, at the rate of the highest rated classification worked by them during each shift, and such rate shall include any overtime worked.

17.03 **Outside Work**

- (a) If the employee has no means of private transportation and no suitable means of public transportation is available, it shall be the Company's responsibility to provide any pay for time and transportation.
- (b) Employees required to report at the plant before proceeding to the job shall travel from the plant on Company time.
- (c) Employees required to report at the plant before regular starting time to load material or equipment shall be paid for such time worked at time and one-half in accordance with 5.07 of this contract, provided however that waiting time and travel time prior to regular starting time and following quitting time shall be paid for at straight time rate.
- (d) If any employee is required by the Company to use his car on Company business (other than reporting to work as Section 1 above) he shall be paid \$.30 per mile for his mileage.
- (e) **Travel Time** All travel time to be paid at regular rate of pay. Overtime will apply when before or after regular hours.

17.04 (a) Time and one-quarter (1 1/4) will be paid for all dirty work. It is agreed however that work inside tanks (not new), ships' holds, etc. are classified as "dirty work".

ARTICLE 18 - DURATION OF AGREEMENT

18.01 The Agreement shall be effective **July 1, 2000** to and including **June 30, 2005** and thereafter from year to year unless written notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either party within the four (4) month period beginning March 1st of any year.

18.02

Within five (5) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement shall commence negotiations. During the period of negotiations, this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF the Parties have executed this Agreement this _____ day of _____, 2000

BARTECH HOLDINGS LTD.

**UNITED STEELWORKERS OF AMERICA
ON BEHALF OF LOCAL UNION 882**

Marjorie Ryan, Mgr.

Daniel E. Will, Staff Representative

Elmo Piniewski, Bargaining Committee Member

MEMORANDUM OF AGREEMENT

BETWEEN: **BARTECH HOLDINGS LTD.**
(hereinafter referred to as "the Company")

AND: **UNITED STEELWORKERS OF AMERICA**
LOCAL UNION 882
(hereinafter referred to as "the Union")

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

The term of Agreement will be specified in the attached document including various Letters of Understanding, Appendices and Addendums.

Signed this _____ day of _____, 2000.

SIGNED ON BEHALF OF :

THE COMPANY

THE UNION

Marjorie Ryan
Manager

Daniel E. Will
Staff Representative

Elmo Piniewski

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