

COLLECTIVE AGREEMENT

Between

Westcon Construction Products Ltd.

And

**Marine Workers' and Boilermakers'
Industrial Union, Local No. 1**

January 1st, 2002 - December 31st, 2005

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THIS AGREEMENT IS MADE BETWEEN:

WESTCON CONSTRUCTION PRODUCTS LTD.
(hereinafter referred to as “the Company”)

AND:

MARINE WORKERS’ & BOILERMAKERS’ INDUSTRIAL UNION, LOCAL NO. 1
(hereinafter referred to as “the Union”)

WHEREAS The parties hereto have agreed to enter into a collective agreement upon the terms and conditions hereinafter set forth with respect to employees of the Company for whom the Union is the certified bargaining agent:

AND WHEREAS the Company agrees to recognize the Union as the bargaining representative of the said employees subject to the conditions hereinafter contained:

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1: DEFINITION

- 1.1 The Company recognizes the Union as the exclusive bargaining representative for all of the Company’s employees as described in the Bargaining Unit Certificate issued by the Labour Relations Board of the Province of British Columbia.
- 1.2 The Union recognizes that the Company has the right and responsibility to operate the business and to direct and manage the workforce in accordance with the provisions of the Collective Agreement.
- 1.3 The word “employee”, “employees”, “person”, “persons”, or “workers” when used in this Collective Agreement shall be deemed to refer to the classifications of employees listed in Schedule A.

ARTICLE 2: UNION SECURITY

- 2.1 There shall be no discrimination against any employee for belonging to the Union. Nor shall there be any discrimination against any employee for not belonging to the Union as allowed by Article 2.3.
- 2.2 The Company shall honour an employee’s written assignment of wages to the Union unless the assignment is declared null and void by the Labour Relations Board, or is revoked by the assignor. Except where an assignor revokes the assignment by written notice to the Company, or an assignment is declared null and void, the Company shall remit once each month to the Union the fees and dues deducted, with a written statement containing the names of the employees for whom deduction were made and the amount of each deduction. If an assignment is revoked, the Company shall give a copy of the revocation to the Union. Despite the forgoing, the Company has no financial

responsibility for the fees or dues of an employee, unless the Company owes the employee sufficient unpaid wages to pay the fees and dues assigned.

- 2.3 The Company agrees that all employees for whom the Union is the certified bargaining agent, save only current employees who are not members, must be members in good standing of the Marine Workers' and Boilermakers Union Local 1 or must be permit holders.

The Company agrees that all new employees who are not members of the Union must apply for a permit and must apply for Union membership within 30 days following the probationary period defined in Article 10.1.

ARTICLE 3: UNION/MANAGEMENT RELATIONS

- 3.1 The Union understands and accepts that the entire management of the Company and the direction of the work forces are vested exclusively in the Company and without limiting the generality of the foregoing the Company shall have the right:

1. To direct its working forces.
2. To plan, direct and control its plant's operations.
3. To establish, maintain, and enforce reasonable rules and regulations to assure orderly plant operation.
4. To schedule and assign work to its employees.
5. To determine means, methods, processes and schedules of its operations.
6. To establish reasonable production and operating standards in order to maintain the efficiency of the employees.
7. To hire, lay-off employees, to relieve employees from duties, and to suspend, demote, discharge, and otherwise discipline employees for just cause, subject to the grievance procedures as provided herein.
8. To maintain machinery and facilities in the event of an industrial dispute.

- 3.2 It is agreed that in the event of an industrial dispute or other disturbance taking place on the Company's property, that such maintenance personnel as are required by the Company to prevent deterioration of machinery and/or raw materials will be allowed access to the plant in order to carry out these duties.

- 3.3 No Union business shall be carried on during working hours. The business representatives of the Union shall contact Management, and if access to the Company's premises is desired, shall ask for permission for such access, which permission shall not be unreasonably withheld.

- 3.4 A Committee will be established to consider matters relevant to this Agreement. Members shall include the Shop Steward, Assistant Steward, Plant Manager, and the

Production Manager, or their delegates. Meetings are to be held at the reasonable request of any party concerned. The purpose of the committee is to promote job satisfaction and production efficiency.

- 3.5 Shop Regulations consistent with this Agreement will be published from time to time by the Company. All employees are required to abide by these regulations.
- 3.6 Investigation of grievances will not generally be carried out during working hours. If the Shop Steward requests permission to leave his/her workplace and the Plant Manager agrees that the matter is sufficiently urgent, then the Plant Manager may permit the Shop Steward to investigate a grievance during working hours. The Union agrees that the Shop Steward will carry out his/her investigation as expeditiously as possible. An employee who is requested to attend a disciplinary meeting with management shall upon request have representation by a Shop Steward or an alternate delegate in the Shop Stewards absence.
- 3.7 The Union will notify the Company in writing of the names of the Shop Stewards as soon as possible after any changes in shop stewards.

ARTICLE 4: WAGES

- 4.1 Wage rates shall be in accordance with the schedule of wages attached hereto and shall be effective on the date shown in the schedule.

ARTICLE 5: HOURS OF WORK

- 5.1 The Company and the Union agree that the standard workday shall consist of either eight (8) hours worked, or ten (10) hours worked, and the standard workweek shall consist of forty (40) hours worked, Monday to Friday inclusive. Nothing in this Article shall be construed as a guarantee of hours worked or of days of work per week except as expressly provided.
- 5.2 If employees work five (5) eight hour days per week, overtime is to be paid as follows:
 - (a) Time and one-half (1.5X) after eight (8) hours worked per day.
 - (b) Double time (2X) after eleven (11) hours worked per day.
 - (c) Time and one-half (1.5X) after forty (40) hours worked per week at regular rate, and double time (2X) after forty-eight (48) hours worked per week, excluding those hours paid for under (a) and (b).
- 5.3 If employees work four (4) ten hour days per week, overtime is to be paid as follows:
 - (a) Time and one-half (1.5X) after ten (10) hours worked per day.
 - (b) Double time (2X) after eleven (11) hour worked per day.

- (c) Time and one-half (1.5X) after forty (40) hours worked per week at regular rate, and double time (2X) after forty-eight (48) hours worked per week, excluding those hours paid for under (a) and (b).

5.4 The Company will make every effort to schedule shift changes at the weekend.

The Company will provide notice to employees regarding only the shift starting time on the Monday which is at least two (2) weeks prior to the date that the new starting time is to commence.

The Parties acknowledge that for situations such as unexpected interruption to operations or employee absence, immediate changes to the starting time may need to be made. This required change may occur with the mutual agreement of the Parties.

5.5 All employees called in to work at the end of a normal shift, or on a Statutory Holiday shall be paid the usual overtime rates required by this Agreement, with the guarantee of four (4) hours work. If the employee chooses to work less than four (4) hours, and the Company agrees, he/she shall be paid for the time worked only.

5.6 The Company shall not make any changes in the standard workweek, shifts per day, numbers of hours worked and lunch periods without consulting the Union.

5.7 Every employee shall be paid not less than four (4) hours if hired after starting time.

5.8 Any employee on the seniority list who has been laid off and subsequently recalled shall be advised if less than three (3) days work is available or be guaranteed at least three (3) days employment upon recall, except in the case of unforeseen circumstances.

5.9 The Company shall give notice of overtime as far in advance as practicable. The Employer shall endeavour to distribute overtime equitably amongst those employees normally performing the job. On request, the existing summaries of overtime work in a pay period may be examined by the Union.

5.10 Afternoon Shift Premium

The premium for employees working the Afternoon shift, shall be thirty-five cents (35) per hour worked.

The premium for employees working the Graveyard Shift shall be sixty-five cents (65) per hour worked.

5.11 Day Shift:

Employees on an eight (8) hour shift will start work during the following time period.

- From 6:00a.m. to 8:00a.m.

Employees on a ten (10) hour shift will start work during the following time period.

- From 6:00a.m. to 8:00a.m.

Afternoon Shift:

Employees on an eight (8) hour shift will start work during the following time period.

- From 2:30p.m. to 4:30p.m.

Employees on a ten (10) hour shift will start work during the following time period.

- From 4:30p.m. to 6:30p.m.

Graveyard Shift:

Employees on an eight (8) hour shift will start work during the following time period.

- From 11:30p.m. to 1:30a.m.

ARTICLE 6: STATUTORY HOLIDAYS

- 6.1 The following Statutory Holidays shall be paid for at straight time rates regardless of the day on which they fall or are celebrated, provided that the employee qualifies for Statutory Holiday pay in accordance with the conditions in the following paragraphs:

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

Plus any other Statutory holidays declared by the B.C. Employment Standards Act.

If an employee works on a Statutory Holiday, as listed in this section, he/she shall receive time and one-half (1.5X) for the first eight (8) hours worked and double time (2X) for hours worked in excess of eight (8) hours worked on the Holiday and another day off with pay to be mutually agreed to but not later than the next annual vacation or upon termination, which ever comes first.

To qualify for Statutory Holiday pay an employee must have:

- a) worked seven (7) full 10 hour shifts or nine (9) full 8 hour shifts in either or both of the two (2) two-week pay periods defined as follows: the one preceding the Statutory Holiday and the one in which the said Holiday occurs.
- b) And worked his/her last scheduled shift prior to and his/her next scheduled shift after such holiday.
- c) The Statutory Holiday is to be considered as a day worked.

ARTICLE 7: ANNUAL VACATIONS

- 7.1 Vacation year for the purposes of this section shall be defined as the period commencing on January 1st and terminating on December 31st of each calendar year. Vacation pay earned in one year shall be taken in the following year. Unused vacation pay on account from the preceding vacation year shall be paid out to the employee at the end of each year.
- 7.2 Time off must be taken for vacation periods.
- 7.3 A vacation form will be posted on or about January 2 of each year so that employees may indicate their preferred vacation period.
- 7.4 On or about February 1st of each year, the Company will post a tentative Vacation Schedule.
- 7.5 An employee scheduled vacation period shall not be changed by the Company within the four (4) week period preceding the start of the vacation period without consent of the employee concerned.
- 7.6 Vacation pay will be on a separate cheque with a list of deductions noted therein. An employee may inquire of the payroll office for their current and year-to-date vacation pay.
- 7.7 Vacations with pay shall be granted to employees upon the following basis:

Completed Years of continuous Employment	Working Weeks of Vacation	Vacation Pay Based on Percentage of Gross Earnings since Previous Anniversary
>1	2	4%
>3	3	6%
>15	4	8%

Vacation pay shall be drawn proportional to the length of vacation being taken.

- 7.8 After 1 year of employment, employees will not lose vacation entitlement for:
 - a) Time off sick (with a doctor's certificate) to a maximum of six (6) months.
 - b) Time lost as a result of a WCB claim to a maximum of one (1) year.
 - c) Seasonal layoff to a maximum of four (4) months.

Employees do not accrue any vacation entitlement for periods in excess of those set out above.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.1 In the event of a dispute or grievance arising out of the interpretation, application, operation, or alleged violation of this agreement, including a question as to whether a

matter is arbitrable, it shall be finally and conclusively resolved, without stoppage of work, in accordance with the following grievance and arbitration procedure.

- 8.2 Firstly by negotiations between the Plant Manager, or in his/her absence the Production Manager and the Chief Steward, and if in an agreement, their decision shall be final. Any matter which has not been taken up within ten (10) days of the event giving rise to the dispute or grievance is abandoned for all purposes and shall not be subject to adjustment by means of grievance or arbitration.
- 8.3 Secondly in the event that agreement between the aforementioned is not reached, then the matter may be taken up within ten (10) working days of the day upon which it was originally taken up with Management at the first step by presenting the matter in writing to the representative of the other party. A meeting shall be held between the Committee of Management and the Bargaining Representatives, and all Parties concerned may be called to this meeting if considered necessary by either Party. Any matter which has not been taken up within ten (10) days of the event giving rise to the dispute or grievance or which has not been advanced is abandoned for all purposes and shall not be subject to adjustment by means of grievance or arbitration. These time limits may be extended by mutual consent of both Parties.
- 8.4 In the event of arbitration being required, there shall be a Board of three (3) Arbitrators (or if both parties agree, one (1) Arbitrator), one to be appointed by each Party to this Agreement and the third to be selected by the two so appointed. The Party desiring arbitration shall appoint its arbitrator and shall give notice in writing to the other of such appointment, together with a written statement of the question to be arbitrated within a further ten (10) working days from the date upon which the matter was taken up at step two. After receiving such notice and statement, the other Party shall appoint an arbitrator and give notice in writing to the first Party of such appointment within five (5) days. In the event that the two (2) arbitrators so appointed cannot within five (5) working days select a third arbitrator who is able and willing to serve, the two arbitrators shall jointly request the Minister of Labour who is charged with the administration of labour regulations applying to the industry in which the Company is engaged, to appoint a third arbitrator, who shall act as Chair. Any matter which has not been taken up within ten (10) days of the event giving rise to the dispute or grievance or which has not been advanced is abandoned for all purposes and shall not be subject to adjustment by means of grievance or arbitration. These time limits may be extended by mutual consent of both Parties.
- 8.5 The decision of the Board shall be by majority vote and all decisions will be final and binding upon the Parties hereto.
- 8.6 Each Party shall pay its own costs and expenses of arbitration, and one-half (1/2) of the compensation and expenses of the third arbitrator, and stenographic expenses.
- 8.7 If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Ken Albertini, or if he/she is not available within sixty (60) days of the receipt of the request a substitute agreed to by the parties, shall at the request of either party:

- a) investigate the difference,
- b) define the issue in the difference, and
- c) make written recommendations to resolve the difference within thirty (30) days of the receipt of the request and for thirty (30) days from that date, time does not run in respect of the grievance procedure.

This section shall be in force so long as the Minister of Finance and Corporate Relations, on the minister's requisition, shall pay out of the consolidated revenue fund one third (1/3) of the cost incurred by the Parties for the payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his/her substitute.

ARTICLE 9: SAFETY AND HEALTH

- 9.1 Monthly Health and Safety meetings shall be held as per Workers' Compensation Board regulations.
- 9.2 Any employee suffering injury while in the employ of the Company must, if possible, report immediately to the Plant Manager, and also report to him/her on returning to work. If an employee who is injured on the job and having received proper medical care is unable to return to work, the employee shall be paid for the full shift for that day, subject to doctor's verification.
- 9.3 The Company will pay premiums to provide non-probationary employees with a benefit package that includes coverage for dental, B.C. Medical, extended health, life insurance, short-term disability, and long-term disability. Premiums for this coverage will be fully paid for by the Company. The specific provisions of the benefit package in effect at April 1, 2002, will remain unchanged for the duration of this Collective Agreement unless mutually agreed between the Parties.
- 9.4 After one year of continuous employment, employees are eligible for a self-administered pension plan (RRSP). Employees will contribute by payroll deduction, a minimum of one (1) percent to a maximum of six (6) percent of regular hourly earnings. The Company will match the employee contribution to a maximum of six (6) percent. These funds will be paid to an account in the name of each employee at the Company's RRSP Administrator at the end of each month. On a quarterly basis, employees may elect to transfer their funds from the Company's RRSP Administrator to a recognized financial institution of their choice. The Company shall pay any administrative costs associated with these quarterly transfers.

Employees during their first week of work in each year will make a determination as to their contribution level for that year.

ARTICLE 10: SENIORITY

- 10.1 A new employee, after completing a probationary period of sixty (60) working days in any rolling six (6) month period, shall become a regular employee entitled to full privileges with his/her seniority dating from the first day of the sixty (60) working day

period. The Company reserves the right to sever the employment of a probationary employee within the sixty (60) working day period if the employee has not been found to be suitable. Layoff of probationary employees will not be subject to grievance or arbitration and will not be questioned by the Union.

- 10.2 All job postings in the bargaining unit will be posted on the Bulletin Board for five (5) working days. Job postings will be filled from among those applicants who are considered by the Company to have the skill and ability to effectively fulfil the job requirements and who apply within the time referred to in the foregoing notice. As between applicants who are relatively equal, seniority shall prevail. The Company shall also seek the input of the Head Shop Steward before announcing the successful candidate but under no circumstances shall the Company be bound by the opinion or input of the Union.
- 10.3 In the event that it becomes necessary to reduce the working force of the employees, probationary employees shall be the first to be laid off provided that the remaining employees are considered by the Company to have the prior skill, ability and qualifications to perform the required work efficiently. Should further layoffs be necessary, employees shall be laid off from or displaced in the bargaining unit in inverse order of seniority provided that the remaining employees are considered by the Company to have the prior skill, ability and qualifications to perform the required work efficiently.
- 10.4 All employees shall be given twenty-four (24) hours notice of lay-off unless impossible due to unforeseen circumstances. A copy of the layoff notice will be given to the Shop Steward and the Union when given to the employee.
- 10.5 Employees shall be recalled to work from lay-off in order of seniority provided that they are considered by the Company to have the prior skill, ability and qualifications to perform the required work efficiently.
- 10.6 Recall following layoff shall be made by the Union Dispatcher by telephone to the employee. In the event telephone contact cannot be made, the Company shall deliver or send a letter by registered mail to the last known address with a copy to the Union. The plant supervisor may contact the employees and forward to the Union, by fax, a copy of the employees contacted.
- 10.7 It is the employee's responsibility at all times to keep the Company informed of his/her correct home address and telephone number and any notice sent by the Company to an employee at his/her last address, as recorded in the records of the Company, shall be sufficient and efficient notice.
- 10.8 An employee shall be deemed to have been terminated, and shall lose his/her seniority, and the employee shall be removed from all seniority lists for any of the following reasons. If the employee:
 1. voluntarily quits;
 2. is discharged and is not reinstated in accordance with the provisions of the complaint and grievance procedure;

3. has been laid off and fails to return to work within two (2) working days of being notified to do so by the Company according to Article 10.06;
 4. overstays a leave of absence granted by the Company without securing an extension in writing (or verbally to management where the employee is not able to attend at the Company) during the duration of the original leave of absence. An employee whose seniority is terminated under this provision may apply to have seniority reinstated by providing the Company with a legitimate and substantial reason for overstaying the leave of absence;
 5. accepts other employment while on leave of absence;
 6. has not performed any work for the Company for a period of twelve (12) consecutive months if he/she has less than twelve (12) months seniority;
 7. has more than twelve (12) months of seniority and;
 - (a) at the expiration of one (1) year since he/she has been officially recalled and has declined that recall;
 - (b) at the expiration of eighteen (18) months of layoff, has not been recalled;
 - (c) has declined a second official recall, such recall being at least thirty (30) days after the first official recall.
 8. develops an unsatisfactory record of lateness, absenteeism, or unsatisfactory work habits;
 9. ceases to be a member in good standing of the Union;
 10. is absent due to accident, injury or illness for in excess of twenty-four (24) months;
 11. willfully destroys or causes damage to Company property or removes Company property without prior approval from Management;
- 10.9 An employee struck off the seniority list in accordance with the foregoing conditions and thereafter re-employed, will, for the purposes of seniority be treated by the Company as a new probationary employee.
- 10.10 Any employee returning from compensation, Company approved leave of absence, or prolonged illness, shall provide the Company with three (3) working days notice of his/her availability. The intention is that within reason the employee should be returned to the position he/she left or the position that he/she would be in if he/she had not been absent.

ARTICLE 11: GENERAL PROVISIONS

- 11.1 In the case of a death in the immediate family of a non-probationary employee, such employee shall be granted up to a maximum of three (3) days leave of absence with pay.

Immediate family shall mean spouse, mother, father, sister, brother, children, mother-in-law, and father-in-law. The Company will recognize common-law spouse for bereavement, provided that the employee lived with this spouse for a minimum of twelve (12) months and was not married to another during this period. In the event of the death of a non-probationary employee's grandparent or grandchild, such employee shall be granted a maximum of one (1) day's leave of absence with pay.

- 11.2 The Company shall upon request provide to each non-probationary employee, work clothing consisting of pants, shirt and coveralls. Regular laundering of dirty clothing will be provided. Such clothing shall be for Company work only and shall remain on Company property during non-work hours. Employees shall be responsible for loss of clothing. Employees who request such work clothing will be obligated to wear such clothing. Failure to do so will result in such clothing not being provided for a one-year period from the date of the occurrence.
- 11.3 Non-probationary employees shall be reimbursed for the purchase of WCB approved safety boots to a maximum of One Hundred and Seventy-Five Dollars (\$175.00) per year, upon representation of a sales slip from a recognized vendor. Reimbursement shall be made on the following pay period cheque, provided the receipt is presented at least 72 hours prior to the end of the pay period.
- 11.4 If an employee is required to work more than two (2) hours of overtime, the employee is entitled to one of the following, depending on the length of the overtime:
- (a) Over two (2) hours and up to (3) three hours per day, the employee may take a ten (10) minute rest break before starting overtime or at any convenient time during the three (3) hour period without loss of pay.
 - (b) Over three (3) hours and up to four (4) hours per day, the employees shall be entitled to a thirty (30) minute meal/rest break at any time after the first three (3) hours of overtime worked without loss of pay.
- 11.5 There shall be one (1) fifteen minute rest break in the first half of a shift and one (1) fifteen minute rest break in the second half of a shift. Work is to be resumed not more than fifteen (15) minutes from the time that work was interrupted.
- 11.6 There shall be one (1) thirty minute unpaid meal break at or about the midpoint of a shift. Work is to be resumed not more than thirty (30) minutes from the time that work was interrupted.
- 11.7 The Company and the Union recognize the importance of training. The Company will reimburse employees for the cost of tuition, books, and training materials for pre-approved courses after successful completion. The Company will not necessarily approve courses that do not fulfil a direct job related need.

ARTICLE 12: DURATION OF AGREEMENT

- 12.1 This agreement shall become effective January 1st, 2002 and shall remain in force until December 31st, 2005.

- 12.2 It is mutually agreed that sub-sections (2) and (3) of section 50 of the Labour Relations Code of the Province of British Columbia will be excluded from the operation of this agreement.
- 12.3 Either party hereto may, at any time within four (4) months immediately preceding the date of expiry of this Agreement, by written notice require the other party to the Agreement to commence collective bargaining and both parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.

In the event of notice as provided in this paragraph, this Agreement shall remain in full force and effect while negotiations are being carried on toward the arrangement of a further agreement.

IN WITNESS WHEREOF the parties have caused these presents to be signed by their respective officers thereunto lawfully authorized and have caused their common seals to be affixed in the presence of such officers at the City of Vancouver, in the Province of British Columbia, on toward the 31st day of May, 2002.

FOR THE COMPANY:

FOR THE UNION:

WAGE SCHEDULE

Classification	Jan 1, 2002	Jan 1, 2003	Jan 1, 2004	Jan 1, 2005
Probationary	\$13.00	\$13.50	\$14.00	\$14.55
Labourer	\$18.90	\$19.40	\$19.90	\$20.45
Operator I	\$21.40	\$21.90	\$22.40	\$22.95
Operator II	\$22.90	\$23.40	\$23.90	\$24.45

Employees whose present rate of pay is higher than their job classification will remain at their current rate of pay until either:

- (a) the rate of pay for their job classification increases past their current rate;
- (b) or, their job classification is upgraded.

LETTER OF UNDERSTANDING

Between

Westcon Construction Products Ltd.

And

Marine Workers' and Boilermakers' Industrial Union, Local No. 1

Re: Graveyard Shift Break Times

-
1. The Parties agree to amend Articles 11.4 and 11.5 in respect of the Graveyard Shift only, such that break times on the Graveyard Shift shall be two, twenty (20) minute breaks during a standard eight (8) hour shift. One break shall be taken during the first half of the shift and one during the second half of the shift.
 2. This Letter of Understanding shall form part of the Collective Agreement and remain in full force and effect until December 31, 2005.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING

Between

Westcon Construction Products Ltd.

And

Marine Workers' and Boilermakers' Industrial Union, Local No. 1

Re: Signing Bonus

The Parties agree to the payment of a one-time signing bonus of Five Hundred Dollars (\$500.00) per employee as follows:

1. To employees actively at work at the date of ratification of the Collective Agreement;
2. To employees who are on the seniority list at the date of ratification of the Collective Agreement and who return to work during the 2002 calendar year. For these employees, the signing bonus shall be paid on their first regular pay cheque after returning to work.
3. New employees and those who do not return to work shall not be eligible.

This Letter of Understanding shall become null and void effective December 31, 2002.

FOR THE COMPANY:

FOR THE UNION:

