

2003 – 2006

COLLECTIVE AGREEMENT

between

GLAS AIRE INDUSTRIES LTD.

and

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS
UNION OF CANADA
(CAW-CANADA)
LOCAL 114**

ARTICLE 1 - RECOGNITION

1.01 Purpose

The purpose of this Agreement is to set forth and establish the rates of pay, hours of work and other conditions of employment for those employees who come within the scope of this Agreement; to establish a procedure for the resolution of disputes and grievances and; to establish and maintain a relationship between the Company and its employees, as represented by the Union, that is to their mutual benefit and well being.

1.02 Savings Provision

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise declared invalid, inoperative or unenforceable, by any tribunal of competent jurisdiction or applicable legislation, the remaining provisions of the Agreement shall remain in full force and effect for the term of the Agreement. The Company and the Union shall confer to settle upon a mutually agreeable provision(s) to be substituted for the provision(s) so altered or invalidated, if necessary. If agreement is not reached the matter may be submitted to arbitration for resolution.

1.03 Bargaining Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees as defined in Article 1.05 hereof, for the purpose of establishing rates of pay, hours of work and other conditions of employment.

1.04 Work Retention and Sub-Contracting

No bargaining unit work customarily performed by bargaining unit employees shall be contracted out unless one or more of the following criteria have been met:

- (a) the work has always or frequently been contracted out and no employee suffers a layoff or a reduction in hours;
- (b) the required tools, equipment and manpower are not in the plant and the volume of work involved does not justify the purchase of such tools and equipment;
- (c) The maximum productive capacity of the plant has been reached and it is necessary to contract out in order to meet the commitments to clients.

1.05 Bargaining Unit Defined

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Company except those employees excluded by the certification issued under the Labour Relations Code of British Columbia.

1.06 Bargaining Unit Work

Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in bargaining unit work or on any jobs for which the bargaining unit has established a classification and wage rate except for the purposes of instruction and the testing of new products or processes. However, the parties recognize that from time to time supervisors may be required to perform bargaining unit work.

1.07 No Other Agreement

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this agreement.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Company Recognition

The Union recognizes the right of the Company to operate and manage its business in all respects, subject to the provisions of this Agreement. The exercising of management rights which are deemed to be inconsistent with the provisions of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure.

2.02 Company Rules and Regulations

The Company reserves the right to supplement and alter, from time to time, rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and subsequent provisions shall be forwarded to the Union.

ARTICLE 3 - UNION SECURITY

3.01 Union Dues Deductions

(a) Deductions Forwarded

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues, fines and/or assessments, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifteenth (15th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof.

(b) Cheques Made Out to Local

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

(c) Check-off Authorization

(i) The Company agrees to have all employees covered by this Agreement, as a condition of employment, sign and maintain the check-off authorization form as supplied by the Union, authorizing the Company to implement the provisions of Article 3.01(a) and (b) hereof. Any employee who does not sign an authorization form shall not be scheduled for any work.

(ii) All dues deducted pursuant to this Article shall be shown on the employee's T-4 slip.

(d) Union Membership

All employees as described in Article 1.05 shall, as a condition of employment, upon being hired, become and remain members in good standing of the Union.

(e) Union to Indemnify the Company

The Union agrees to indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with any of the provisions outlined in (a), (c) and (d) above.

3.02 Notification to the Union Prior to Hiring

The Company has the right to select and hire new employees. When seeking new employees, the Company will notify the Union by fax so that the Union may refer suitable applicants for consideration.

3.03 Access to Company Premises

Union Representative(s) shall be allowed access to the Company's premises for the purpose of attending to routine Union business. Such visits will not disrupt the operation of the business and the Union Representative(s) shall report to management before entering the plant. Without the express permission of management, Union Representatives may only talk with employees during lunch and/or coffee breaks. Further, prior to entering the Plant, all Union Representatives shall sign a non-disclosure agreement protecting Company technology and processes.

3.04 Shop Steward Recognition

The Shop Stewards selected by the Union and recognized by the Company shall, with prior permission by management, be allowed time off during working hours for the purpose of discussing grievances without loss of pay, benefits or any other entitlement as provided for by this Agreement. Such permission shall not be unreasonably withheld.

3.05 New Employee Orientation

- (a) Each newly hired employee will be introduced to the Shop Steward at the first opportunity when doing so will not cause an undue interruption with the performance of the Steward's job duties. In any event, such introduction will take place within two (2) weeks of the date of hiring. The Shop Steward will provide the employee with a copy of the Collective Agreement and will be allowed up to fifteen (15) minutes, to familiarize the new employee(s) with the terms and conditions of Union membership.
- (b) The fifteen (15) minutes as set out in (a) above shall be without loss of straight time pay or benefits for the Steward, or the new employee.

3.06 No Other Deductions

- (a) Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement, or by law, shall not be cause for discipline.
- (b) It is agreed that the Company has the right to deduct from an employee any overpayments made on an employee's pay cheque which are discovered within one (1) year of the overpayment. The Company will provide the employee advance notification of such overpayment and deduct a maximum of fifty dollars (\$50.00) per pay period until the total overpayment has been recovered.

3.07 No Discrimination for Union Activity

The Company, or person acting on its behalf, shall not discharge, suspend, transfer, layoff or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's lawful activity in the union.

3.08 Bulletin Boards

The Union will have the exclusive use of one (1) bulletin board in the lunchroom, for the purpose of posting official Union notices which may be of interest to Union members. All such material can only be posted by a Shop Steward.

3.09 Communication Meetings

At the request of either Party, the Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

The Company shall pay wages, benefits and any other entitlement as provided for in this Agreement for all time spent in such meetings.

ARTICLE 4 - HOURS OF WORK

4.01 Definitions

(a) Five (5) Day Work Week

(i) Work Day

Defined as eight (8) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. The start time of the shifts as set out below may be adjusted by mutual agreement between the Employer and the Union:

Day Shift:	6:00 a.m. to 8:00 a.m. start time
Afternoon Shift:	2:30 p.m. to 4:30 p.m. start time
Graveyard Shift:	11:00 p.m. to 1:00 a.m. start time

(ii) Work Week

Defined as five (5) consecutive days comprised of forty (40) hours. The work week shall normally be from:

Sunday to Thursday
Monday to Friday
Tuesday to Saturday

(b) Four (4) Day Work Week

(i) Work Day

Defined as ten (10) consecutive hours, exclusive of a one-half (1/2) hour unpaid meal period. The start time of the shifts as set out below may be adjusted by mutual agreement between the Employer and the Union:

Day Shift: 6:00 a.m. to 8:00 a.m. start time
Afternoon Shift: 4:30 p.m. to 6:30 p.m. start time

(ii) Work Week

Defined as four (4) consecutive days comprised of forty (40) hours. The work week shall normally be from:

Sunday to Wednesday
Monday to Thursday
Wednesday to Saturday

4.02 Shift Pay Differential

- (a) Employees working the afternoon shift shall receive a shift pay differential of fifty cents (\$.50) per hour. Employees working the graveyard shift shall receive a shift pay differential of seventy-five cents (\$.75) per hour.
- (b) Where there is no overlap of shifts, the above premiums shall not apply. Employees shall then be paid as follows:

Day Shift	eight (8) hours pay for eight (8) hours worked
Afternoon Shift	eight (8) hours pay plus fifty cents (\$.50) per hour for eight (8) hours worked
Graveyard Shift	eight (8) hours pay plus seventy-five cents (\$.75) per hour for six and a half (6 1/2) hours worked

4.03 Meal Period

No employee shall be required to work during his/her designated meal period of one-half (1/2) hour. The meal period shall take place between the 3rd and 5th hour of any shift.

4.04 Rest Periods

- (a) The Company agrees to grant all employees covered by this Agreement, two (2) fifteen (15) minute paid rest periods each shift.

- (b) (i) The first rest period shall take place during the first half of the employee's shift.
- (ii) The second rest period shall take place during the second half of the employee's shift.

4.05 Clean-up Time

Employees shall be allowed sufficient paid time during the shift to return tools, parts, and clean their work area.

4.06 Production Line Rotation

The Company agrees to make every effort to rotate production line employees' jobs— wherever there may be risk of Repetitive Strain Injuries subject to the recommendations of the Health and Safety Committee.

4.07 Mutual Shift Changes

With the Company's approval and upon sufficient notice, employees in the same classification and performing the same work will be allowed to switch shifts for a maximum period of one (1) month.

ARTICLE 5 - OVERTIME

5.01 Definition

- (a) Time worked in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime when such overtime is performed on a day scheduled as per Article 4.01(a).
- (b) Time worked in excess of ten (10) hours per day or forty (40) hours per week shall be considered overtime when such overtime is performed on a day scheduled as per Article 4.01 (b).

5.02 Overtime Rates

Overtime shall be compensated as follows:

- (a) Overtime Worked Pursuant to Article 4.01(a)

One and one half (1 1/2) times the regular wage rate for all hours worked in excess of eight (8) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of ten- (10) in a day and for all hours worked in excess of forty-eight

(48) in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.

(b) Overtime Worked Pursuant to Article 4.01(b)

One and one half (1 1/2) times the regular wage rate for all hours worked in excess of ten (10) in a day and for all hours worked in excess of forty (40) in a week, and two (2) times the regular wage rate for all hours worked in excess of twelve (12) in a day and for all hours worked in excess of forty-eight (48) in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.

5.03 Overtime Distribution

- (a) Overtime shall be distributed equitably, on a rotation basis, among employees in a particular job classification who are able to perform the work required.
- (b) On Monday mornings the Company shall post an overtime sign-up sheet which employees shall sign indicating their willingness to work overtime in the following week (Friday - Thursday). This sheet shall be taken down Wednesday afternoon at the close of the day shift.
- (c) Overtime for the following week shall be assigned starting with the most senior employee immediately junior to the last employee who worked overtime the previous week. After the most junior employee has had an overtime opportunity, assignment will again start with the most senior employee.
- (d) As far as practicable, overtime will be voluntary. However, there may be circumstances where production needs require that overtime be mandatory for some or all of the employees regardless of whether or not they have signed the overtime sheet. In those cases, employees will be required to perform overtime except where extenuating circumstances exist. Only where those extenuating circumstances exist employees will not be required to perform overtime, but must be able to provide proof of such circumstances, as soon as possible, once the request for overtime has been made.

5.04 Overtime Rest Periods

Employee(s) requested to work overtime at the end of their regular shift shall receive a ten (10) minute paid rest period, at the overtime rate, before commencing the overtime. Employees required to work more than two (2) hours of overtime shall be given a twenty (20) minute paid rest period at the overtime rate before commencing the overtime.

5.05 Working of Overtime When Employees on Layoff

The Company shall attempt wherever possible to eliminate the need to work overtime while employees are on layoff.

ARTICLE 6 - VACATIONS

6.01 Vacation Entitlement Rates

- (a) One (1) year of employment but less than five (5) years of employment - two (2) weeks paid at four percent (4%) of gross earnings of the previous year.
- (b) Five (5) years of employment but less than ten (10) years of employment - three (3) weeks paid at six percent (6%) of gross earnings of the previous year.
- (c) Ten (10) years of employment or longer - four (4) weeks paid at eight percent (8%) of gross earnings of the previous year.

6.02 Vacation Calculation

An employee's vacation time and vacation pay shall be calculated from his/her date of hire with the Company and subsequent anniversary dates.

6.03 Vacation Scheduling

(a) Earned Vacation

Employees will be entitled to schedule and take any vacation earned up to their anniversary date immediately preceding the vacation.

(b) Scheduled by April Using Seniority

The Company shall post a vacation schedule sheet no later than March 1st of each year and the employees shall post their desired vacation time within the vacation year (May 1st - April 30th) no later than March 31st. By April 30th the Company shall confirm vacation periods on an individual basis by seniority but subject to operational requirements.

(c) Failure to Choose

_____ Failure of an employee to choose a vacation period during the posting _____
 _____ interval shall result in the employee being given a choice of openings _____
 _____ remaining after April 30th. These openings shall be granted on a first _____
 _____ come, first served basis subject only to the operational requirements of _____
 _____ the Company. Further, any extended vacations using banked vacation _____

_____ time may only be scheduled after April 30th and taken at times mutually _____ agreeable with the employee in question and the Company.

(d) Vacations not Scheduled

Vacations not scheduled by December 1st of the vacation year as defined above in (b) may be unilaterally scheduled by the Company.

6.04 Vacation on Statutory and Paid Holidays

Should a Statutory or Paid Holiday occur while an employee is on annual vacation, he/she shall receive an additional day off with pay, or alternatively, a day's pay in lieu thereof.

6.05 Requirement to Take Vacation

All annual vacation must be taken except for vacation that is carried over under the provisions of Article 6.07. Vacation pay will not be paid for vacations not taken.

6.06 Vacation Pay on Termination

An employee who leaves the employ of the Company shall be paid vacation pay at the time of termination based on the entitlements in Article 6.01 above.

6.07 Vacation Carry Over

Employees will be allowed to bank up to five (5) vacation days per year to a maximum of twenty (20) vacation days for the purpose of scheduling extended vacation.

6.08 Extended Family Vacation Leave

The Company shall grant an employee, who requests in writing at the time the vacation schedule is posted, an extended unpaid vacation leave of not more than two (2) weeks as follows:

- (a) employees requesting such an extended vacation must make an application in writing between March 31st and April 15th of each year;
- (b) to be granted such vacations, they must not conflict with any other employee's request for regular vacation provided the request for regular vacation has been made in March;
- (c) requests for such vacation shall be granted in order of seniority amongst eligible employees;

- (d) no more than one (1) employee per classification may be away on extended vacation at any one time;
- (e) each employee shall be entitled to take an extended vacation after each five (5) years of employment.

ARTICLE 7 - STATUTORY AND PAID HOLIDAYS

7.01 Holidays Designated

All employees shall receive the following Statutory and Paid Holidays with pay at their regular straight time rate. The designated days shall be:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

in addition to any other day proclaimed by the Provincial or Federal Government.

7.02 Eligibility

To be eligible for the above Statutory Holiday pay, an employee must work his/her recognized work day immediately before and immediately after the holiday unless he/she goes on authorized leave, medical leave or is laid off within fourteen (14) days of a holiday designated in 7.01 above.

7.03 Falling on Day Off

Employees shall receive another day off with pay for any Statutory or Paid Holiday that falls on their regular day off.

7.04 Payment for Work on a Statutory Holiday

- (a) All work performed on a Statutory Holiday shall be compensated at one and one half (1 1/2) times the regular wage rate for the first eight (8) hours worked in that day and two (2) times the regular wage rate for all hours worked in excess of eight (8) in that day.
- (b) In addition to the payment of wages as in (a) above the employee shall be given a regular working day off with pay.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Procedure

Any difference between the parties concerning the interpretation, application, operation or alleged violation of this collective agreement, including any dispute with regard to discipline or discharge, shall be considered a grievance and shall be handled in accordance with the following Grievance Procedure.

- (a) Step 1 - Prior to filing a grievance, the employee(s) involved is/are encouraged to make an earnest effort to resolve a grievance directly with his/her Supervisor. At his/her option, the employee may be accompanied by his/her Shop Steward.
- (b) Step 2 - Failing satisfactory settlement at Step 1, the Shop Steward, on behalf of the employee who has a grievance or a group of employees having a grievance, dealing with the same issue, shall file a written grievance with the Plant Manager within ten (10) working days after the occurrence of the alleged grievance or within ten (10) working days of the date on which the employee(s) first had knowledge of the issue. The written grievance shall briefly describe the nature of the incident or occurrence giving rise to the grievance, it shall clearly state the provision(s) of the agreement that has/have been violated and it shall provide a statement as to the remedy or relief being sought. The Plant Manager shall render a decision on the grievance within ten (10) working days after receipt of the grievance.
- (c) Step 3 - Failing satisfactory settlement at Step 2, the Union may, within five (5) working days, submit the grievance to the General Manager, or his designated representative, who shall render a decision on the grievance within seven (7) working days after receipt of the grievance. The Union's Staff Representative may attend any meeting held at Step 3 of the grievance procedure.
- (d) Step 4 - Failing satisfactory settlement at Step 3, the Union may refer the grievance to Arbitration.

8.02 Grievor's Right to Representation

At steps 2 and 3 of the grievance procedure, the Grievor(s) shall be represented by the Shop Steward or the Union's grievance representative.

8.03 Grievor's Right to be Present

The Grievor may elect to be present at any stage of the Grievance Procedure without loss of pay or benefits.

8.04 Group, Union, Policy or Discharge Grievances

Group, Union, Policy or Discharge Grievances shall be [adsub](#)mitted at Step 3 of the Grievance Procedure.

8.05 Company Grievances

The Company may file policy or general grievances at Step 3 of the Grievance Procedure.

8.06 Technical Errors or Omissions

No technical error or omission will render a Grievance inarbitrable.

8.07 Time Limits

For the purpose of the Grievance Procedure, working days are deemed to be exclusive of Saturdays, Sundays and Holidays recognized by this Agreement. The time limits specified in 8.01 above may be extended by mutual agreement between the Company and the Union. Such agreement shall not be unreasonably withheld.

ARTICLE 9 - ARBITRATION

9.01 Procedure

Any grievance arising out of this agreement, which cannot be settled by the Company and the Union, under the Grievance Procedure outlined in Article 8 of this agreement, shall be determined in the following manner.

(1) Single Arbitrator Selection

The parties agree that a Single Arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of an Arbitrator within ten (10) working days after the Party requesting Arbitration has delivered written notice to the other Party.

(2) Failure to Agree

In the event that the Parties fail to agree on the choice of an Arbitrator, they shall forthwith request the Minister of Labour of B.C. to appoint an Arbitrator.

(3) Arbitrator

The Arbitrator will be encouraged to commence a hearing within ten (10) working days of his appointment and shall render a decision within fifteen (15) working days from the date of the conclusion of the hearing.

(4) Powers of the Arbitrator

The authority of the Arbitrator shall be as set out in Section 89 of the Labour Relations Code of B.C. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of the collective agreement.

(5) Decision Final and Binding

The decision of the Arbitrator shall be final and binding on both Parties.

(6) Costs

Each Party shall bear one-half (1/2) the cost of the Arbitrator.

ARTICLE 10 - DISCIPLINE

10.01 Just Cause

The Company agrees that an employee bound by this Agreement may only be disciplined or discharged for just and reasonable cause.

10.02 Reasons for Discipline Written

The Company shall set out its written reasons for any discipline, suspension or discharge of an employee.

10.03 Right to Representation

The Company agrees that if it intends to implement written discipline or if it intends to suspend or discharge an employee, a Shop Steward or other Bargaining Unit member at the employee's choosing shall be present. Further, the Company agrees to notify the Shop Steward prior to discharging or laying off any employee.

10.04 Employee and Union Advised of Complaint

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

10.05 Access to Personnel File

The Company agrees that an employee shall have access to his/her personnel files during normal work hours at a mutually agreeable time, in the presence of his/her Supervisor. Employees shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all disciplinary entries into an employee's personnel file will be given to the employee at the time of filing.

10.06 Signing not Agreement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

10.07 Sunset Clause

Any disciplinary notation placed on an employee's personal file shall be removed from the file after eighteen (18) months from the date that the discipline was issued, provided the employee has incurred no further discipline of a similar nature within that time.

ARTICLE 11 - SHOP HEALTH, SAFETY AND ENVIRONMENT

11.01 Responsibility

The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the work place, including a properly heated and lighted working environment that is free of pollution. The Company shall comply with applicable Federal, Provincial, and Municipal, Health and Safety legislation and regulations.

11.02 Health and Safety Committee

- (a) The Health and Safety Committee shall have a minimum of three (3) members from the bargaining unit selected by the Union. At no time shall the number of Company members outnumber the Union members of the Committee.
- (b) Regular Health and Safety Committee meetings shall be held monthly and minutes of these meetings shall be posted.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health, safety and environmental program, and shall promote compliance with appropriate

government regulations.

- (d) The Health and Safety Committee shall be responsible for disseminating information to members of the bargaining unit. Topics to be covered shall include but shall not be limited to:
- (i) The role of the Health and Safety Committee.
 - (ii) The procedure to be followed in the investigation of accidents and near misses and ensure that accurate records of work accidents are maintained.
 - (iii) The disclosure of information about hazardous materials.
 - (iv) Receive and consider employee complaints and maintain records of such complaints.
 - (v) Participate in investigations and inspections relating to health and safety and ensure that appropriate investigation reports are filed in a timely fashion.

The Company agrees to supply the facilities and bear the costs of providing any such information.

- (e) Time spent by bargaining unit members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

11.03 Annual Health and Safety Seminar

As required by the WCB Regulations, all members of the Health and Safety Committee will receive a three (3) day leave of absence with pay annually to upgrade their health and safety skills. The Health and Safety Committee shall decide what programs or courses that members should attend and all educational or resource material obtained shall become the property of the Committee.

11.04 Health and Safety Clothing, Tools and Equipment

Where the nature of the work or working conditions so require, employees shall be supplied, at the Company's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, where required by the Workers' Compensation Board of B.C. and such shall be maintained and replaced where necessary, at the Company's expense. Upon completion of the probationary period the Company agrees to reimburse the employee one hundred dollars (\$100.00) once per calendar year for the cost of safety toed boots upon presentation of a proof of purchase where employees are required to wear CSA approved safety boots pursuant to WCB Regulations or by Company directive.

11.05 Undue Hazard

When an employee believes that his or her work poses an undue hazard for the employee, the employee has both a duty and a right to refuse such work. Where such refusals take place, the matter shall be remedied through the processes contained in the WCB Rules and Regulations, with the WCB having the final and binding say in such matter.

11.06 Training and Instruction

No employee shall be required or allowed to work on any job or operate any piece of equipment until he/she has received proper training and instruction.

11.07 Working Alone

No employee will be required to work alone in the plant without proper safeguards being in place as required by the WCB Health and Safety Regulations.

11.08 First Aid Attendants

- (a) The Company shall designate First Aid Attendants holding an unexpired Occupational First Aid Certificate as required by the WCB Health and Safety Regulations.
- (b) The Company agrees to pay for the tuition and course materials of any designated First Aid Attendant who successfully completes the training for an Occupational First Aid Certificate.
- (c) The premium for designated First Aid Attendants holding an unexpired Occupational First Aid Certificate Level 2 shall be seventy-five cents (\$.75) per hour.
- (d) The premium for designated First Aid Attendants holding an unexpired Level 1 First Aid Certificate shall be fifty cents (\$.50) per hour.

11.09 Injured Worker Provisions

An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay. Such employee shall be provided with transportation from the work site to a Doctor or to a hospital and to their home, if necessary, at no cost to the employee.

11.10 Duty to Accommodate

Pursuant to the Human Rights Act, any employee that becomes disabled either

temporarily, or permanently, due to either an occupational or non-occupational illness or injury, that employee shall be placed into their regular position should the duties of their regular position be able to be modified allowing the employee in question to perform the functions of their regular job.

However, in cases where the employee's regular job cannot be modified in a manner to achieve the foregoing, the Company shall place the employee in a job that can be modified anywhere in the operation, where such a vacancy exists, subject to the Human Rights Act of BC.

11.11 Accident and Near-Miss Inspections

Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated.

A Union Committee member and an Employer Committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.

Accident Investigation reports shall contain:

1. the place, date and time of the accident.
2. the names and job titles of persons injured, if applicable.
3. the names of witnesses.
4. a brief description of the accident.
5. a statement of the sequence of events which preceded the accident.
6. the identification of any unsafe conditions, acts or procedures which contributed in any manner to the accident.
7. recommended corrective actions to prevent similar occurrences.
8. the names of the persons who investigated the accident.

11.12 Right to Accompany Inspectors

When a Shop Inspection is made by an Inspector authorized to enforce any Act or Regulation pertaining to Industrial Health or Safety, a Union representative of the Health and Safety Committee shall be included in the tour and a copy of the Inspector's report shall be made available to the entire Health and Safety Committee.

11.13 Confidentiality of Health Information

The Company shall not reveal any health information in its possession concerning an employee to any third party, other than Counsel, unless required by law or with the consent of the employee on each occasion the health information is requested.

ARTICLE 12 - SENIORITY

12.01 (a) Seniority Principle

The term "seniority" as used herein, shall have reference to an employee's right to a job based upon his/her length of service with the Company, providing he/she has the ability to fulfil the job requirements.

(b) Scope of Seniority Principle

The filling of job vacancies, shift vacancies, lay-offs and recall after lay-offs within the bargaining unit, will be handled in accordance with the principles set forth in 12.01(a).

(c) Probationary Period

Seniority of each employee covered by this Agreement will be established after a probationary period of sixty (60) days worked and shall have their seniority established from their date of hire.

12.02 Seniority will be maintained and accumulated during:

- (a) absence due to occupational injury or occupational illness;
- (b) absence of up to thirty-six (36) months due to non-occupational temporary illness or non-occupational injury;
- (c) all authorized leaves of absence;
- (d) absence due to lay off of up to:
 - under one year of service, one (1) month for each month of service,
 - one (1) to five (5) years of service, one (1) year,
 - over five (5) years of service, two (2) years.
- (e) all periods of up to twelve (12) months spent outside the bargaining unit.

12.03 Seniority Standing will be cancelled if an employee:

- (a) voluntarily resigns from the Company;
- (b) overstays an authorized leave of absence unless detained for legitimate cause; i.e. for reasons beyond the individual's control and provided the individual makes every reasonable effort to contact the Company as soon as possible;
- (c) is discharged for just and reasonable cause and not reinstated under

the terms of this Agreement;

- (d) is recalled to work and does not report within three (3) working days of receiving notice by registered mail, at the last known address, except when the failure to report within the specified time limit was for legitimate cause, i.e. for reasons beyond the individual's control and provided the individual makes every reasonable effort to contact the Company as soon as possible. In no case will the reporting time be extended beyond fifteen (15) working days;
- (e) absent due to layoff of up to:
 - under one (1) year of service, one (1) month for each month of service,
 - one (1) to five (5) years of service, one (1) year,
 - over five (5) years of service, two (2) years.
- (f) is outside the bargaining unit for more than twelve (12) months.

12.04 Layoff Procedure

When a layoff becomes necessary, probationary employees within the classification being reduced shall be laid off first followed by seniority rated employees in accordance with the provisions of Article 12.01(a). Prior to a layoff, the Company may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work. An employee who is subject to a layoff in his/her classification may bump an employee with less seniority in a previously held classification subject to the provisions of Article 12.01(a).

12.05 No New Employees Hired

New employees will not be hired in a classification while an employee in the same classification with the ability to perform the work required remains on layoff. This restriction shall not apply in the case where an employee has chosen to remain on layoff as per 12.03(d) or 12.06(c).

12.06 (a) Recall Procedure

Laid off employees will be recalled in order of seniority providing the senior employee has previously worked in the available classification and subject to the provisions of 12.01(a). Employees will be notified of recall by telephone, facsimile, or other type of message which 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 three (3) working days after receipt of the registered notice at the last known address. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Shop Steward.

(b) Return to Former Job Before Recall

Employee(s) on a bump shall be returned to their former job(s) prior to a recall, provided the said employee has more seniority than the laid off employee who has the ability to fulfil the job requirements.

(c) Refusal of Recall - Less than Ten (10) Working Days

An employee who has been given notice of recall may refuse to exercise such right without prejudicing his/her right to recall in the future, providing the available work is ten (10) working days or less in duration.

12.07 Notice of Layoff

The Company will provide a minimum of one (1) week notice or pay in lieu thereof. A layoff will normally take effect at the end of an employee's work week.

12.08 Seniority Lists

The Company will prepare seniority lists of all employees in the bargaining unit and make the list available 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 and classification of an employee who does not protest his/her 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
2. employee's starting date
3. employee's length of service in years and days
4. employee's regular classification
5. probationary employees will also be shown on the list.

12.09 Update on Employee Addresses

The Company agrees to provide the Local Union, on a quarterly basis, with the names and addresses of all the employees in the bargaining unit. These shall be mailed or faxed to the Local Union Office in New Westminster.

12.10 Seniority Lists - Updates

Seniority lists shall be updated and re-posted quarterly with all updated information.

ARTICLE 13 - JOB POSTING AND JOB AWARDS

13.01 Posting Provisions

All job and shift vacancies of more than thirty (30) days will be posted on all Company bulletin boards for three (3) working days. Copies of all job postings shall be sent by facsimile to the Local Union office.

13.02 Preference

When awarding job vacancies or shift vacancies, such vacancies shall be awarded to the most senior employee(s) in accordance with the provisions as set out in Article 12.01(a) of this Agreement. A training period of not less than five (5) working days and not more than ten (10) working days shall be provided during which the employee must demonstrate his/her ability to perform the work in the awarded vacancy. [Training will normally be conducted on day shift and employees engaged in such training will not be considered as filling a vacancy.](#)

13.03 Employee Absence

If an employee is absent from work for thirty (30) days or less, due to vacation, authorized leave of absence, absence resulting from accident or illness when a job is posted, the employee will automatically be considered for the posted job by the Company if the employee had previously indicated his/her interest, in writing, to apply for any job postings in that classification during their absence.

13.04 No Qualified Applicants

In the case of a job vacancy, if none of the applicants meet the requirements of the job pursuant to Article 12.01(a) of this Agreement, the Company may fill the vacancy pursuant to Article 3.02 of this Agreement. In the case of a shift vacancy, if the vacancy is not filled by application from senior employee(s), the Company may assign the most junior employee(s) who have the ability to perform the job requirements.

ARTICLE 14 - GENERAL PROVISIONS

14.01 Work Away From Plant

Employees required to use their own vehicles for work will be paid twenty-five (25) cents per kilometre.

14.02 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

14.03 Lockers

Clothes lockers shall be provided by the Company for protection of the employees' clothing and personal belongings while they are at work. The Company shall not be responsible for the security of the lockers and will not be liable in the case of any loss or theft.

14.04 Lunch Room

The Company agrees to provide adequate ventilated lunch space(s) of a sufficient size to accommodate the employees who will be using it at any one time.

14.05 Union Support Not Subject to Discipline

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line related to a labour dispute. Failure to cross a legal picket line shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

14.06 Employee Parking

The Company agrees to provide illuminated parking for employees.

14.07 Tool Purchase

No employee shall be required to own, purchase or acquire tools or equipment to be used in the performance of their duties. All tools and equipment shall be supplied by the Company and shall remain the property of the Company. This provision shall not apply where the Company hires a trades-person who customarily provides their own tools.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Family Leave

(a) Bereavement Leave

In the event of a death in the immediate family of an employee, an employee shall be eligible to take up to three (3) days leave of absence with pay. The term "immediate family" shall mean spouse, parents, children, brothers, sisters, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, legal guardian and grandchildren.

15.02 Jury Duty

Employees who have completed their probationary period, who are summonsed or subpoenaed for jury selection, jury duty, or as a witness, in which they are not the plaintiff or defendant in that proceeding, shall be paid the difference between their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Company with a statement of the pay received when claiming the pay difference. Employees, released before four (4) hours who would have been otherwise working on the day of such duty, are expected to report for work for the balance of the day.

15.03 Leave for Union Business

- (a) Upon sufficient notification, the Company shall grant a leave of absence without pay to employees who are selected to attend Union Conventions, Union Educationals or other Union business.
- (b) Upon fifteen (15) days notification to the Company, the Company shall grant Leave of Absence without pay to no more than one (1) employee who is selected to a full-time Union position. An employee who obtains such leave of absence must return to the employ of the Company at the end of the selected time to retain employee status.

15.04 Leave for Personal Reasons

Upon written request to the Company, an employee may be granted an unpaid leave of absence of up to six (6) months. Seniority protection shall be provided as per 12.02(c). If the employee takes a job elsewhere during this leave of absence without the written approval of the Company, he/she will be considered as having terminated his/her employment.

15.05 Maternity and Parental Leave

The Company shall grant unpaid Maternity and/or Parental leave of absence in accordance with the Employment Standards Act of the Province of British Columbia and any Federal Statute.

15.06 Education Leave

- (a) Where the Company directs an employee to attend a course or other educational or training program, the Company will grant leave of absence with pay. Any required tuition fees, course materials and books will be paid for by the Company.
- (b) Where an employee attends a Company approved course or other

educational or training program, the Company may, if necessary, grant the employee a leave of absence. Further, the Company may agree to pay some or all of any required tuition fees, course materials and books if the employee successfully completes the course program.

ARTICLE 16 - GROUP BENEFITS

16.01 Group Benefits and Health and Welfare Plans

For the purposes of this Memorandum of Agreement, the Parties agree that the benefit package in place at the time of ratification shall be available to all employees and the funding of the plan shall be as it currently exists.

16.02 (a) Benefits Maintained on W.C.B.

When an employee is on Workers' Compensation benefits, the Company will continue to pay the cost of the Group Benefits outlined in 16.01 above as follows:

- under one (1) year of service, one (1) month for each month of service,
- one (1) to five (5) years of service, one (1) year,
- over five (5) years of service, two (2) years.

(b) Benefits Maintained on Non-Work Related Disability

When an employee is off on non-work related disability the Company will continue to pay the cost of the Group Benefits outlined in 16.01 as follows:

- maintained until the end of the second (2nd) month following the end of the month in which the illness or injury occurred.

16.03 Benefits on Layoffs

Benefits outlined in 16.01 above will be maintained until the end of the month in which a layoff occurs and will recommence at the beginning of the month following recall from layoff.

ARTICLE 17 - TERMINATION AND SEVERANCE PAY PROVISIONS

17.01 Termination of Employment - Severance Pay

Employees being permanently laid off shall receive severance pay at their regular rate of pay pursuant to the following schedule:

six (6) months to one (1) year of _____ service

one (1) year of service to three (3) years of service	one (1) week's pay two (2) weeks' pay
over three (3) years of service	one (1) week's pay for every year of service to a maximum of eight (8) weeks' pay

ARTICLE 18 - WAGES

18.01 Wage Schedule

- (a) The job classifications, effective dates and rates of pay listed in the attached Wage Schedule are agreed upon by both Parties and are set out as Appendix "A" of this Collective Agreement.
- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications and therefore no employee, except for those employees "red circled" by the agreement of the Parties, may perform work, within the classifications, for a rate other than the rate set forth in this Agreement.

18.02 New or Change Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job 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.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

18.03 Work in Higher Classifications

- (a) An employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works one (1) or more consecutive hours in the higher classification.
- (b) An employee performing work classified at a lower rate of pay shall receive the rate of pay of his/her regular classification for the period of time he/she is assigned to work in the lower classification.

18.04 Pay Days

Wages shall be paid every second Friday on Company time, with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period.

ARTICLE 19 - ADJUSTMENT PLAN

19.01 Adjustment Plan

If the Company introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the provisions of Section 54 of the Labour Relations Code of B.C. shall apply.

ARTICLE 20 - DISCRIMINATION/HARASSMENT POLICY

20.01 Purpose

The Company and the Union agree that the purpose of this Article is to ensure employees their right to be treated with dignity and respect, and to work in an environment free from any form of discrimination or harassment.

20.02 Policy

The Company and the Union agree to provide a work environment that is free of discrimination or harassment. Such an environment does not tolerate an atmosphere where an employee is subject to offensive remarks, behaviour or surroundings that create intimidating, hostile or humiliating conditions. Actions contravening this policy will be grounds for discipline.

20.03 Workplace Discrimination/Harassment Definition

- (a) Discrimination or harassment is any offensive remark, behaviour or surrounding that creates intimidating, hostile or humiliating working conditions that are based on race/colour, ancestry, place of origin, ethnic origin, language or dialect spoken, citizenship, religion, gender, sexual orientation, age, marital status, family status or physical or mental disability.
- (b) Discrimination or harassment may include, but is not limited to:
 - (i) demands or threats, gestures, innuendo, remarks, jokes or slurs, displays of offensive materials, assault or taunting about an employee's body, attire, customs or mannerisms where they are

related to any of the above grounds;

- (ii) it can also include inappropriate or unwelcome focus or comments on an employee's physical characteristics or appearance.

20.04 Sexual Harassment

Sexual harassment means any unwelcome words or actions made by a person who knows or ought to know they are unwelcome and include but are not limited to the following:

- (a) unnecessary touching or patting;
- (b) suggestive remarks or other verbal abuse;
- (c) leering at a person's body;
- (d) compromising invitations;
- (e) demands for sexual favours;
- (f) physical assault.

20.05 Responsibility

The Parties to this Agreement and all employees are responsible for contributing to such an environment that is free of discrimination and harassment. To assist in this endeavour, the Company and the Union will exchange educational material.

20.06 Complaint Procedure

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the Chief Executive Officer or his/her designate.

20.07 Investigation

The Parties agree that in the event of a complaint of harassment, it will be investigated thoroughly by both Parties as referred to in Article 20.06 in confidence.

20.08 Transfer of Employee

Where harassment is proven and results in the transfer of an employee, it is the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

20.09 Other Third Party Remedies

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil legal means for any damages arising from a Human Rights Complaint.

20.10 Duty to Accommodate

It is recognized that the strict prohibitions referred to in Article 20.03 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

20.11 No Reprisals

No one, including the Company, shall seek reprisals from an employee for filing a valid complaint.

20.12 Strict Confidentiality

The Parties agree that once a complaint has been filed pursuant to this Article, the complaint shall be kept in the strictest confidence by the Union, the Company, their respective counsels, the complainant and the respondent or any other party to the complaint. Failure to adhere to the foregoing may result in disciplinary action.

20.13 Scope of Arbitration

An arbitration board hearing a complaint or grievance under this Article shall have the authority to:

- (a) dismiss the grievance or complaint;
- (b) determine the appropriate discipline up to and including dismissal;
- (c) decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide a final conclusion settlement of the grievance.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 Duration of Agreement

This Agreement will be effective from April 1, 2003 up to and including March 31, 2006 subject to the right of either party to this Collective Agreement, within four (4) months immediately preceding the date of March 31, 2006 by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

21.02 Continuation and Bargaining

- (a) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - (i) the Union commences a legal strike; or
 - (ii) the Employer commences a legal lockout; or
 - (iii) the parties enter into a new or further Agreement.

- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of employment, which would be inconsistent with the express terms of this Agreement.

21.03 Duration as Agreed Only

By agreement of the parties hereto, the provisions of subsection (2) and (3) of Section 50 of the Labour Code of British Columbia are specifically excluded.

21.04 No Strike - No Lockout

During the term of this Agreement, or during the continuation period provided in 23.02(a) above, there shall be no strike by the Union, or lockout of employees by the Company.

Dated at Richmond, BC this 30th day of May, 2003

FOR THE COMPANY

FOR THE UNION

Craig Grossman

Harry Moon

Doug Preston

Raynaldo Agulara

Lou Weekley

Maria Pendon

Alfie Senna

APPENDIX "A"**CLASSIFICATIONS, WAGE RATES AND EFFECTIVE DATES**

1. For the purposes of the administration of this Collective Agreement, each employee shall receive hourly increases in their wage rates pursuant to the following schedule:

April 1, 2003	\$.30 per hour	
October 1, 2003	\$.25 per hour	
January 1, 2004	all employees that are making less than \$9.00 per hour shall have their wage raised to \$9.00 per hour	
April 1, 2004	\$.25 per hour	\$9.25 minimum
August 1, 2004	\$.25 per hour	\$9.50 minimum
December 1, 2004	\$.25 per hour	\$9.75 minimum
April 1, 2005	\$.25 per hour	\$10.00 minimum
August 1, 2005	\$.25 per hour	\$10.25 minimum
December 1, 2005	\$.25 per hour	\$10.25 minimum

2. Any new employee shall, for his/her probationary period, be paid at a wage rate equivalent to \$.25 less than that which the most junior (non-probationary) person in the same classification is getting paid. After completing his/her probation, he/she shall receive the prescribed per hour increases pursuant to the above schedule in point #1 above.

