

**2002 - 2005
COLLECTIVE AGREEMENT**

BETWEEN

**ALTROM CANADA CORPORATION/CORPORATION
ALTROM DU CANADA**

AND

**NATIONAL AUTOMOBILE AEROSPACE
TRANSPORTATION AND GENERAL WORKERS
UNION (CAW-CANADA) LOCAL 432**

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CANADA**

BETWEEN: ALTROM CANADA CORPORATION/
CORPORATION ALTROM DU CANADA

(hereinafter referred to as "the Company")

AND: NATIONAL AUTOMOTIVE, AEROSPACE
TRANSPORTATION AND GENERAL WORKERS UNION
(CAW-CANADA) LOCAL 432

(hereinafter referred to as "the Union")

ARTICLE 1 - RECOGNITION

1.01 Bargaining Recognition

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Article 1.02 hereof, for the purpose of determining all working conditions and conditions of employment.

1.02 Bargaining Unit Defined

- (1) The term "employee" or "employees" as used in this Agreement, shall mean the Company's warehouse employees and maintenance person, including Vancouver branch pickers and drivers, at 3525 Lougheed Highway, and at 2180 Skeena Street in Vancouver, B.C., except office, sales and management staff, and with the exception of those excluded by the Labour Relations Code of B.C. or those exclusions recognized by the parties in paragraph (b) below.
- (2) The following positions are excluded from the bargaining unit:
 - Regional Manager
 - Warehouse Manager
 - Assistant Warehouse Manager
 - Counter Salespersons
 - Sales Manager
 - Salespersons
 - Office Staff

1.03 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 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 or in an emergency situation.

The Union agrees that the present practice of persons outside the bargaining unit working in the warehouse may continue. The Company agrees that this practice will not be expanded to more than the present practice.

1.04 Work Retention and Sub-Contracting

The Company shall not contract out work that is being done by members of the bargaining unit.

1.05 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.

1.06 Casual Employees

- (1) “Casual employees” shall be defined as meaning employees hired by the Company, on an “as-needed” basis, for the following purposes:
 - (1) to relieve another employee in the bargaining unit who is absent from work for a period not to exceed three (3) months, unless the Company and the Union mutually agree to extend the period, or
 - (2) to meet the short-term additional staffing needs of the Company.
- (2) When the Company knows in advance that a bargaining unit employee will be absent from work for a period in excess of three (3) months, or a longer period that may be mutually agreed to between the Company and the Union, the position shall be posted pursuant to Article 13 of the Collective Agreement, rather than the Company hiring a casual employee to relieve for the absent bargaining unit employee under sub-paragraph (a)(i) above.
- (3) For the purpose of sub-paragraph (a)(ii) above, the parties agree to the following terms:
 - (1) No more than four (4) casual employees shall attend at work for the Company at the same time.
 - (2) A casual employee’s period of employment shall not exceed ninety

(90) working shifts in a calendar year, unless the Company and the Union mutually agree to extend the casual employee's period of employment.

- (3) The total number of shifts worked by all casual employees shall not exceed six hundred (600) in any calendar year.
- (4) The Company agrees to notify the Local Union, in writing, of the total number of shifts worked by all casual employees each calendar month.
- (4) The Company shall not hire or utilize a casual employee pursuant to paragraph (a) above if there is a full-time employee on lay-off who has the ability to fulfill the job requirements associated with the work to be performed.
- (5) When the Company determines that it requires the service of a casual employee as a picker on the H.O. side, the Company shall first offer the opportunity to perform the required work to the Pickers on the Vancouver side in order of seniority. The Parties agree that the opportunity to perform the required work shall not be offered to any Picker on the Vancouver side which would result in the payment of any overtime hours to that employee.
If the work required on the H.O. side is performed by a Picker from the Vancouver side, the casual employee shall be utilized to replace the Picker from the Vancouver side.
- (6) The following Articles of the Collective Agreement shall not apply to casual employees:

Articles 3.08; 4.04; 6; 7; 11.03; 11.10; 12; 13.03; 15 (with the exception of 15.04 and 15.08); 16; 17 and 22.04.
- (7) A casual employee shall receive vacation pay on each pay cheque at the rate of four percent (4%) of the regular and overtime wages paid by the Company to the employee.
- (8) A casual employee shall be eligible to receive statutory holiday pay pursuant to the provisions of the Employment Standards Act of B.C., as may be amended from time to time, with respect to the designated statutory holidays specified in Article 7.01 of this Agreement.
- (1) Subject to paragraph (j) below, if a person who has worked for the Company as a casual employee is subsequently hired as a full-time employee, he/she shall be required to successfully complete the ninety (90) calendar day probationary period specified in Article 12.01(c) of this Agreement.

- (10) A casual employee who:
- (1) has worked a total of at least ninety (90) working shifts for the Company, and
 - (2) is subsequently hired as a full-time employee by the Company
- shall only be required to successfully complete a probationary period of thirty (30) calendar days.

ARTICLE 2 - RESERVATIONS TO MANAGEMENT

2.01 Just Cause

The Union recognizes the right of the Company to discipline or discharge any employee, for just and reasonable cause.

2.02 Company Recognition

The Union further recognizes the exclusive right of the Company to operate and manage its business in all respects, including the right to assign work, increase or decrease the workforce and determine the products to be handled, consistent to the provisions of this Agreement.

2.03 Company Rules and Regulations

The Company also reserves the right to supplement and alter from time to time reasonable rules and regulations to be observed by the employees. The Company agrees to forward to the Union any new or altered rule or regulation.

2.04 Actions by Company Grievable

It is agreed between the parties that any actions by the Company are subject to the grievance procedure in Article 8 of this Agreement.

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 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 fifth (5th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof. The Company agrees to document union dues deducted from each employee for the taxation year on employees' T4's.

(b) Cheques Made Out to Local

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

(c) New Employees

All new employees, immediately upon being hired, will be instructed to report to the Shop Steward and will be required to complete membership application. The Shop Steward shall be allowed to familiarize the new employee(s) during lunch hour with the terms and conditions of employment

3.02 Union Membership Maintained

As a condition of employment, each employee must maintain Union Membership in good standing and each employee will be required to sign the prescribed authorization form authorizing the Company to implement the provisions of Section 3.01 (a) hereof. Deductions for new employees will start after they have worked five (5) days.

3.03 Access to Company Premises

The Union Representative(s) shall be allowed access to the Company's premises during the luncheon period on routine matters. When it is desirable or necessary to hold a meeting or to enter the premises at any other time than the luncheon period, with the exception of posting Union notices, permission shall be first obtained from the Management.

3.04 Shop Steward Recognition

The Shop Stewards selected by the Union and recognized by the Company shall be allowed time off during working hours to be provided for the investigation and discussion of submitted grievances. When the Company finds it necessary to lay off or discharge a Shop Steward, the Union shall be notified prior to such layoff or discharge. In the case of layoff, the Company agrees to give notice to the Union as described in Article 12.08.

3.05 No Other Deductions

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement, shall not be cause for dismissal.

3.06 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 persons activity in the union.

3.07 Bulletin Boards

The Union will have the exclusive use of one (1) bulletin board in the lunchroom provided by the Company, for the purpose of posting official Union notices 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.

3.08 Paid Education Leave

For the purpose of providing paid education leave, the Company agrees to pay into a special fund fifteen dollars (\$15.00) per calendar quarter for each employee who performed work for, or received wages from, the Company during the quarter. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments shall be made in arrears, following the completion of each calendar quarter, into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

Paid Education Leave Program
CAW-Canada
205 Placer Court
Willowdale ON M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and

benefits during such leave.

3.09 Pay for Union Negotiating Committee

The Company agrees to pay the lost time for the members of the Union Negotiating Committee with no loss of benefits for all time spent in negotiations.

3.10 The Company will supply to the National Union office in New Westminster, quarterly, an up to date list of names, addresses, postal codes for all employees.

ARTICLE 4 - HOURS OF WORK

4.01 Definitions

- (a) Work Day - Defined as eight (8) consecutive hours, exclusive of one-half (½) hour lunch period, commencing at the fifth hour of the shift. The present starting and stopping times as follows, can only be changed by mutual agreement between the Company and the Union.

7:00AM to 3:30 PM

8:00AM to 4:30PM

8:15AM to 4:45PM

8:30AM to 5:00PM

9:00AM to 5:30PM

9:30AM to 6:00PM

- (b) Work Week - Defined as forty (40) hours between Monday and Friday or between Tuesday and Saturday.
- (c) The Tuesday to Saturday work week will be offered to employees in the classification on a seniority basis. In the event that there are not enough employees who want to work the Tuesday to Saturday work week in order to meet the staffing requirements of the Company, then the junior employee(s) in the classification will be assigned by the Company to work the Tuesday to Saturday work week.

An employee scheduled to work on Saturday will receive a premium of twenty-five cents (0.25) per hour worked and paid at the straight-time rate.

- (d) Afternoon Shift: Upon providing at least fourteen (14) calendar days written notice to the Union, the Company may implement an afternoon shift pursuant to the following terms and conditions:
- (1) The starting time for employees working on the afternoon shift shall be between 1:00 P.M. and 3:00 P.M., as determined by the

Company. The Company shall provide the Union with at least seven (7) calendar days written notice before changing the starting time for the employees working on the afternoon shift.

- (2) An employee scheduled to work on the afternoon shift will receive a premium of twenty-five cents (0.25) per hour worked.
- (3) Any employee hired prior to September 1, 1999 shall not be scheduled by the Company to work on the afternoon shift without his/her agreement. Subject to sub-paragraph (iv) below, an employee hired prior to September 1, 1999, who agrees to work on the afternoon shift, may subsequently be scheduled by the Company to work on either the day or the afternoon shift. The Company agrees to provide the employee with at least seven (7) calendar days written notice before changing the employee's working shift.
- (4) An employee hired prior to September 1, 1999, who agrees to work on the afternoon shift, shall, within the first ninety (90) calendar days of commencing work on the afternoon shift, be entitled to provide the Company with seven (7) calendar days written notice of his/her desire to return to the day shift. An employee who does return to the day shift pursuant to this provision cannot subsequently be scheduled by the company to work on the afternoon shift without his/her agreement.
- (5) A senior employee who is working on the afternoon shift and who wants to work in the same classification on the day shift, or vice versa, shall be entitled to do so when a posted permanent vacancy arises on the desired shift, provided that a sufficient number of employees continue to be retained on the two shifts who can efficiently perform the work required.

4.02 Lunch Period

No employee shall work during his/her designated lunch period of one-half (½) hour. Lunch periods shall be scheduled to commence at the fifth (5th) hour of the shift.

The Company agrees further that an employee may request to take a longer lunch under extenuating circumstances and granted at the Company's discretion

4.03 Rest Periods

The Company agrees to grant all employees covered by this Agreement two (2) fifteen (15) minute rest periods, each day, one within the first four (4) hours and the other within the second four (4) hours without loss of pay. The present rest period times will be maintained.

4.04 Forty Hour Guarantee

The Company agrees to guarantee to all full-time employees covered by this Agreement forty (40) hours of work for any work week where the employee commences work.

ARTICLE 5 - OVERTIME

5.01 Definition

Time worked in excess of forty (40) hours per week or eight (8) hours per day shall be considered overtime.

5.02 Overtime Rates

Overtime rates shall be in accordance with the following:

- 1) time and one-half (1 1/2X) for all hours in excess of eight (8) hours in a day and forty (40) hours in a week.
- 2) double time (2X) for all hours in excess of eleven (11) hours in a day and forty-eight (48) in a week.
- c) All work performed on Statutory Holidays shall be paid at double time (2X) in addition to the day's pay.

5.03 Overtime Voluntary

- (1) Subject to paragraph (b) below, no employee shall be compelled to work overtime.
- (2) If required by the Company, employees shall work overtime in performing the Company's annual inventory review. The Company agrees to post a written notice, at least thirty (30) days in advance, of the day(s) and time(s) that the annual inventory review will be conducted, and will also provide a copy of the written notice to the Union.

5.04 Overtime Distribution

- (1) The Company agrees that overtime shall be distributed equitably on a rotation basis among the employees in a particular job classification.
- (2) The Company agrees further to maintain a list of employees in each classification and the number of overtime hours each of the employees has worked to ensure that overtime is distributed equitably.
- (3) In the event an employee is offered overtime and the employee refuses, the overtime offered shall be recorded on the list as overtime worked for the purposes of overtime distribution.
- (4) The list referred to in paragraph (b) will be posted on a monthly basis where all employees in a classification are able to review it.

5.05 Layoff vs. Overtime

There shall be no layoff to compensate for overtime and no overtime will be offered when there are employees on layoff who are qualified to do the work.

ARTICLE 6 - VACATIONS

6.01 Vacation Entitlement Rates

- (a) Employees are entitled to annual vacation time and annual vacation pay, according to their completed years of continuous service with the Company calculated from their date of hire, as follows:

	Completed Years of Service	Annual Vacation Pay	Annual Vacation Time (In Weeks)
i	Less than one (1) completed year	4%	0
ii	One (1) completed year but less than three (3) completed years	4% or, subject to paragraph (d) below, two (2) weeks full pay, whichever is greater	2
iii	Three (3) completed years but less than ten (10) completed years	6% or, subject to paragraph (d) below, three (3) weeks full pay, whichever is greater	3
iv	Ten (10) completed years but less than eighteen (18) completed years	8% or, subject to paragraph (d) below, four (4) weeks full pay, whichever is greater	4

v	Eighteen (18) completed years or more	10% or, subject to paragraph (d) below, five (5) weeks full pay, whichever is greater	5
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- (b) Annual vacation pay shall be calculated, using the applicable percentage from sub-paragraphs (a)(ii), (iii), (iv) or (v), as a percentage of the employee's gross wages earned during the twelve (12) months preceding the employee's last anniversary date.
- (c) "Gross Wages" as used herein, shall mean the total earnings realized by an employee from the payment by the Company of wage rates for straight time, overtime, premiums, vacation pay and statutory holiday pay.
- (d) In order to be entitled to receive 2, 3, 4 or 5 weeks full pay, as specified in sub-paragraphs (a)(ii), (iii), (iv) and (v) respectively, an employee must have worked at least 1560 hours during the twelve (12) months preceding the employee's last anniversary date. The following shall be considered as "hours worked" for the purpose of this provision:
- (1) All regular hours actually worked by the employee;
 - (2) All regular hours for which an employee is entitled to receive statutory holiday pay;
 - (3) All hours that an employee takes as paid vacation time;
 - (4) All hours that an employee receives as paid leave of absence under Articles 15.01, 15.02, 15.05 and 15.07 of this Agreement; and
 - (5) All regular hours that an employee would otherwise have been scheduled to work while on maternity, adoption or paternity leave of absence pursuant to Article 15.06 of this Agreement.

6.02

Vacation Scheduling

(a) **Prime Time**

Normally, an employee will not take more than his/her full vacation entitlement during the prime vacation period of May to September inclusive, as a result of the application of this arrangement. An exception to the above may be made occasionally, by mutual consent, providing adequate relief is available.

(b) **Scheduling Limitations**

Not more than one (1) employee may be away at any one time from the

Vancouver Branch and not more than one (1) employee away at any one time from the Warehouse.

The Company agrees that employees outside the bargaining unit are excluded from the above calculation

The Company agrees further that more than the number stipulated above may be away at any one time due to extra days being taken as a result of the provisions of Article 6.01 or 6.05, provided that an adequate number of employees are available.

(c) Scheduled by February Using Seniority

Vacation scheduling will be arranged during the month of February of each year in accordance with seniority. The vacation planner schedule shall be posted by February 1st of each year and confirmed by February 28th. Each employee's schedule shall not be altered unless by mutual consent of the Company and the employee.

(d) Divided Vacations

Where employees divide their vacation into more than one period, seniority will govern in scheduling with respect to first choices, first, second choices, second, etc.

(5) Subject to paragraph (f) below, an employee who chooses to split his/her vacation must schedule his/her entitlement into segments of no less than one (1) calendar week.

(6) An employee shall have the option to take up to three (3) days of his/her annual vacation entitlement on a "one day at a time" basis, subject to the following terms and conditions:

(i) The employee must provide the Company with a minimum of seven (7) calendar days advance written notice of his/her desire to take one of his/her individual vacation days. The Company may, at its sole discretion, waive any or all of the advance notice requirement.

(ii) The actual day when the employee will take his/her individual vacation day must be mutually agreed to between the Company and the employee.

(iii) No more than one (1) employee may be off on an individual vacation day at the same time. The Company may, at its sole discretion, waive this limitation.

6.03 Vacation Displaced by Disability

Where during his/her vacation an employee is otherwise entitled to disability benefits, he/she shall be entitled to take his/her vacation with pay or the portion thereof that has been displaced at another time or at the conclusion of his/her period of convalescence.

6.04 Vacation on Statutory and Paid Holidays

Should a Statutory or Paid Holiday occur on a normal work day 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 Vacation Carry Over

- (1) Subject to paragraph (b) below, employees will be entitled to carry over a maximum of five (5) days vacation from year to year for the purpose of scheduling special extended vacations.
- (2) An employee with an entitlement of four (4) or five (5) weeks of vacation shall be entitled to carry over a maximum of ten (10) days vacation from year to year for the purpose of scheduling special extended vacation.

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 Year's 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 to receive pay for a Statutory Holiday specified in Article 7.01 above, an employee must:

- (1) have been employed by the Company for at least thirty (30) calendar days before the Statutory Holiday, and
- (2) have worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding the Statutory Holiday.

7.03 Falling on Day Off

Eligible employees shall receive another day off with pay for any Statutory Holiday that falls on their regular day off.

7.04 Pay in Addition to Overtime

Pay for the above Statutory Holidays shall be in addition to any overtime pay for hours worked on Statutory or Paid Holidays.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, which cannot be resolved between the employee and his/her immediate supervisor, shall be dealt with in the following manner:

- (1) Informal Step - The employee is encouraged to make an earnest effort to resolve the grievance directly with his/her immediate supervisor. At the employee's option, the employee may be accompanied by a Shop Steward.
- (2) Step 1 - The employee concerned may, in the presence of his/her Steward, submit a written grievance to his/her supervisor within fourteen (14) calendar days after the occurrence of the incident giving rise to the grievance or of the date on which the employee first had knowledge of the incident. The supervisor shall reply within seven (7) calendar days after the grievance was submitted.
- (3) Step 2 - Failing settlement at Step 1, the Union's grievance committee may, within seven (7) calendar days of the Step 1 response, submit the grievance to the General Manager. Unless otherwise mutually agreed to, the Parties shall meet to discuss the grievance within ten (10) calendar days of the date the written notice was submitted pursuant to this Step. The General Manager must respond in writing to the grievance within seven (7) calendar days of the meeting or, if the Union agrees that a meeting will not be held, within ten (10) calendar days of the date the written notice was submitted pursuant to this Step.

- (4) Step 3 - Failing satisfactory settlement at Step 2, the Union may notify the Company, in writing and within ten (10) calendar days of the Step 2 response, of its intent to refer the grievance to arbitration.

8.02 Group, Union, Policy, Employer or Discharge Grievances

Group, Union, Policy, Employer or Discharge Grievances shall be commenced at Step 2 of the Grievance Procedure within fourteen (14) calendar days after the occurrence of the incident giving rise to the grievance or of the date on which the grieving Party first had knowledge of the incident.

8.03 Grievor's Right to be Present

The Grievor may elect to be present at any stage of the Grievance Procedure except in the case of a Group Grievance where the number of grievors present at Step 2 shall be limited to a maximum of two (2).

8.04 Technical Errors or Omissions

- (1) No technical error or omission will render a grievance inarbitrable.
- (2) The time limits established in this Article may only be extended by mutual agreement in writing between the Company and the Union.

8.05 No Loss in Pay

The Company agrees that the above steps of the grievance procedure will be afforded to an employee without loss in pay.

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 as per 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 the arbitrator within fourteen (14)

calendar days after the party requesting arbitration has delivered written notice, as required in Article 8.01.

(2) Failure to Agree

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

(3) Arbitrator

The Arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.

(d) Decision Final and Binding

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

(5) Costs

Each Party shall bear half (½) the cost of the arbitrator.

(6) Powers of Arbitrator

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

9.02 Alternate Arbitration Procedure

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 James Dorsey, or 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 date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

If the parties agree the written recommendations shall be binding.

ARTICLE 10 - DISCIPLINE

10.01 Just Cause

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

10.02 Reasons for Discipline Written

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

The Company shall be limited to such reasons in any future proceedings under the grievance and arbitration provisions of this Agreement.

10.03 Right to Representation

- (1) The Company agrees that if the Company chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall, subject to paragraph (b) below, be present.
- (2) If a Shop Steward is not at work when the Company chooses to implement suspension or discharge on an employee, the employee may be accompanied by another bargaining unit employee of his/her choice who is at work.

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 fourteen (14) calendar days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

10.05 Limitation on Holding Discipline Against Employee

Any discipline recorded against an employee shall automatically be cancelled after one (1) year from the date it was issued unless there has been further discipline for the same offence during that period and provided that the discipline

recorded is not material to any pending disciplinary action.

10.06 Access to Personnel File

The Company agrees that an employee shall have access to his/her personnel files and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on his/her file. Copies of all entries into the personnel file will be given to the employee at the time of filing.

10.07 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.

10.08 Union Support not Subject to Discipline

An employee covered by this Agreement shall have the right to refuse to cross a picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work shall not be considered grounds for disciplinary action or otherwise to be a violation of this Agreement.

ARTICLE 11 - SHOP HEALTH SAFETY AND ENVIRONMENT

11.01 Duties of the Company

The Company shall institute and maintain all necessary precautions to guarantee every employee a safe and healthy workplace.

11.02 Union - Company Health and Safety Committee

- (a) An Industrial Health and Safety Committee shall be established which is composed of a minimum of two Union members chosen by the Union. At no time shall the number of Company members be allowed to outnumber the amount of Union members. The Parties agree that the First Aid Attendant may attend Health and Safety Committee meetings in addition to the two Union members for reporting purposes.
- (b) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, shall promote compliance with appropriate government regulations and shall endeavour to develop return to work procedures and policies for ill or injured persons employed by the Company. The Company agrees to make every effort to comply with the recommendations of the Committee.

- (c) The Committee shall meet at 10:00 A.M. on the third (3rd) Thursday of each month. If, due to its operational needs, the Company determines that the meeting of the Committee cannot be held at the scheduled time or date, then the Company may defer the meeting for a period of no longer than one (1) week. In such circumstances, the Company shall advise, in writing, the Union and the employee representatives of the deferral of the scheduled meeting, and of the date and time in the following week when the Committee's meeting will be held. Any deferral of the scheduled meeting for a period longer than one (1) week must be mutually agreed to between the Company and the Union.

The Committee shall review:

- (i) reports of current accidents, first aid reports and medical aid reports; their causes and means of prevention;
 - (ii) remedial action taken or required by the reports of investigations or inspections; and
 - (iii) any other matters pertinent to industrial health and safety.
- (d) Time spent by 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 Safety Shoes and Boots

The Company agrees to provide a safety shoe/boot allowance of eighty dollars (\$80.00) per year, or at the employee's option one hundred and forty dollars (\$140.00) every two (2) years, per employee required to wear safety toe shoes/boots. To qualify, an employee must submit valid receipts.

11.04 Access to the Workplace

Union staff or Union health and safety advisors with prior approval, shall be provided access to the workplace if asked to attend Health and Safety Committee meetings by any member of the Committee (where they shall have voice but no vote), or for inspecting, investigating or monitoring the workplace.

11.05 No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate or

the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay, seniority or benefits during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused, until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

11.06 Proper Training and Education

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.

The Company shall notify all workers exposed to a particular toxic substance or safety hazard of the dangers they face, possible symptoms, necessary medical tests and treatment, and plans to eliminate the hazard.

11.07 Injured Worker Provisions

- (a) 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.
- (b) Such employee shall be provided with transportation to his/her doctor's or hospital or his/her home.

11.08 Right To Accompany Inspectors

One Union member chosen by the Union shall be allowed to accompany government inspectors on an inspection tour. The Union member shall receive his/her regular rate of pay during such tours.

11.09 First Aid

The premiums for Survival First Aid Attendants shall be twenty-five cents (25¢) per hour.

11.10 Rehabilitation of Disabled Workers

The Company agrees to provide any employee who suffers any permanent disability while on the job with a suitable job if such is available. Such employee will in no way be discriminated against and will be by-passed in any lay-off.

11.11 Workers' Compensation Board

- (a) The Company agrees to provide the National Union office with copies of the WCB Form 7A's at the same time they are submitted to the WCB.

- (b) First Aid Reports and Accident Investigation Reports and reports to the WCB shall only contain information that is relevant to the incident. The Company agrees that any protest to an employee's claim shall be separate from the above mentioned reports.

11.12 The Company agrees that an employee shall have access to his or her first aid/medical records.

11.13 Health and Safety Grievance

Where a dispute regarding health and safety or the application or interpretation of this Article occurs, it shall be subject to the grievance procedure.

ARTICLE 12 - SENIORITY

12.01 (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/her length of service with the Company, and his/her ability to fulfil the job requirements, after a minimum trial period of not less than five (5) days and not more than thirty (30) days in which the employee has demonstrated that he/she has the ability to perform the work available.

- (b) All promotions, transfers, filling of vacancies, layoffs, terminations, and re-hiring after layoffs on termination will be done strictly 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 ninety (90) calendar days, and backdated to his/her date of hire within the bargaining unit. A probationary employee who is absent from work for more than seven (7) calendar days shall have his/her probationary period extended by the period of time equal to the length of his/her absence from work.

Where a probationary employee's performance is unsatisfactory, the Supervisor will review the employee's performance with the probationary employee.

12.02 Seniority will be maintained and accumulated during:

- (a) occupational injury;
- (b) temporary illness or non-occupational injury;
- (c) all leaves of absence, except as defined in 12.03(b);
- (d) absence due to layoff, but not exceeding twenty-four (24) months.

12.03 Seniority will be maintained but not accumulated during:

- (a) all periods spent outside of the bargaining unit but for not more than six (6) months;
- (b) authorized leave of absence over ninety (90) days.

12.04 Loss of Seniority

- (a) Seniority will be lost and employment terminated, subject to the grievance procedure, when an employee:
 - (i) voluntarily leaves the employ of the Company;
 - (ii) is absent without notice for three (3) working days, unless the employee can demonstrate that there were reasonable grounds for his/her not having notified the Company;
 - (iii) is discharged for just cause and not reinstated under the terms of this Agreement;
 - (iv) is recalled to work and does not report within seven (7) calendar days of receiving notice by registered mail at the last known address, except when the failure to report within the specified time limit was unavoidable; or
 - (v) is still on layoff and the seniority retention period has elapsed as described in 12.02(d).
- (b) An employee's seniority standing will be cancelled if he/she is outside the bargaining unit for more than six (6) months as described in 12.03(a).

12.05 Recall Procedure

Laid off employees with seniority will be recalled in inverse order of their seniority provided the employee has the ability to do the work available.

Employees will be notified of recall by telephone, telegraph, 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 seven (7) calendar days after receipt of the registered notice, at the last known address, except when by mutual agreement between the Company and the Union, failure to report within the specified time limits was unavoidable. A copy of the notice will be given to the Shop Steward.

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

12.06 New employees will not be hired in a classification while employees in the same classification are on layoff.

12.07 When a layoff becomes necessary, probationary employees shall be laid off first; thereafter, the Company may either layoff employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

12.08 Notice of Layoff

In the event of any layoff, notice or pay in lieu of notice pursuant to Section 63 of the Employment Standards Act of B.C. as may be amended from time to time, will be given to each employee to be laid off.

12.09 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/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 and regular rate of pay
5. probationary employees will also be shown on the list.

12.10 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.

12.11 Severance and Plant Closure

In the event of closure of the operation or part of the operation for any reason, all employees affected will be entitled to severance pay as described in Article 17 and all money owing to employees will be paid before money owing to any creditors.

ARTICLE 13 - JOB POSTING AND JOB AWARDS

13.01 Posting Provisions

Job openings ("not temporary" - "temporary" to mean "not over thirty (30) days") in the Bargaining Unit, will be posted on all Company bulletin boards for three (3) working days. All job vacancies, within the Bargaining Unit, shall be posted. Copies of all job postings and job awards shall be supplied to the Shop Stewards and a copy mailed to the Local Union office.

13.02 Preference will be given to applications from the most senior employees in accordance with the principles established in Clause 12.01(a) of this Agreement.

13.03 If an employee is not at work for the following reasons, when a job is posted, he/she may apply for the job if he/she does so within three (3) working days of his/her return to work:

1. vacation
2. authorized leave of absence not exceeding thirty (30) days
3. absence resulting from accident or illness not exceeding thirty (30) days:
4. absence on Workers' Compensation not exceeding thirty (30) days.

13.04 In the event that none of the applicants meet the requirements of the job in relation to Article 12.01(a) of this Agreement, the Company will be free to hire an employee.

ARTICLE 14 - GENERAL PROVISIONS

14.01 Washing Facilities

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

14.02 Lunch Room

The Company agrees to provide lunch space(s) of a sufficient size to accommodate the employees furnished with an up-to-date microwave and fridge. The Company agrees to maintain the lunch room in a clean and sanitary condition.

14.03 Plant Conditions

The Company agrees that the plant(s) shall be heated adequately, ventilated and lighted.

14.04 Personal Effects

The Company agrees to provide adequate lock-up facilities for employees' personal effects, namely purses and/or wallets.

14.05 Copy of Agreement

The Company agrees to pay the cost of printing the Collective Agreement in the present size and format, up to a maximum amount of two hundred and fifty dollars (\$250.00).

14.06 Recovery of Money Owing

If, at the time an employee resigns or is terminated from his/her employment with the Company, the employee owes money to the Company for unpaid employee purchases from the Company, or for unpaid fines or penalty assessments incurred by the employee for traffic violations while operating a Company vehicle, the Parties agree that the Company shall be entitled to recover the money owed from the employee's final pay cheque.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Paid Leave - Compassionate Leave

In the event of a death in the immediate family of an employee, the Company shall grant up to three (3) days leave of absence with pay. The term "immediate family" shall mean spouse, parents, children, brothers, sisters.

For the purposes of this Article, "spouse" shall be defined to include a common-law spouse or a same-sex spouse with whom the employee has cohabited for a continuous period of at least one (1) year.

In the event of a death in the family of a non-probationary employee, the Company shall grant a one (1) day leave of absence with pay. The term "family" shall mean grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law.

15.02 Jury Duty

If an employee is summonsed or subpoenaed for jury selection, jury duty, or as a witness, the Company will grant the employee leave of absence and will pay the difference between his/her regular pay and the monies received for jury duty. Employee must show satisfactory proof of such summons or subpoena. This paragraph shall not apply to probationary employees.

15.03 Leave for Union Business

- (1) If any employee of the Company should be selected to serve the Union on a full time basis, he/she shall be considered, upon sufficient notification, to be on leave of absence without pay for a maximum period of two (2) years. He/she shall be re-employed at the same type of work which he performed prior to his/her leave of absence and with seniority accumulated, provided that not more than one (1) employee be absent at any one time.
- (2) An employee of the Company, who has completed his/her probationary period and who is selected for Shop Stewards Training or Health and Safety Training, or is selected to act as a delegate for the Union, shall be granted a leave of absence without pay for up to seven (7) calendar days pursuant to the following terms and conditions;
 - (i) no more than one (1) employee can be on such leave of absence at the same time; and
 - (ii) the Union shall provide the Company with written notice of the requested leave of absence at least seven (7) calendar days prior to the commencement of the leave.

15.04 Leave for Personal Reasons

An employee shall be granted a leave of absence without pay for sufficient reasons if he/she requests from the Company in writing and further, it is mutually agreed to between the Company and the employee. Company approval shall not be unreasonably withheld. If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he/she will be considered as having terminated his/her employment.

15.05 Paid Birth or Adoption Leave

One day with pay leave of absence. Further leave may be applied for under Section 15.04 or 15.06.

15.06 Maternity or Adoption and Parental Leave

The Company shall grant an unpaid leave of absence for maternity, adoption and parental leave as provided for in the Employment Standards Act of BC.

15.07 Sick Leave

- (1) The Company agrees to continue to provide three (3) sick days per year with full pay.
- (2) An employee who is absent from his/her scheduled work due to a non-work related illness or injury shall, during the qualifying period for the Weekly Indemnity benefits, be granted sick leave with pay up to a maximum of his/her unused sick leave credits.
- (3) There shall be no carry over or pay out of unused sick leave credits at the end of the calendar year, or upon the employee's termination of employment for any reason.
- (4) Effective January 1, 2000, the following provisions shall replace paragraph (a) above. The Company agrees to provide a maximum to four (4) sick days with full pay in a calendar year on the following basis:
 - (i) In the employee's first partial year of employment, the employee will be credited with one (1) sick day as of the date he/she commenced employment with the Company, and will be credited with one (1) further sick day on each of April 1, July 1 and October 1 of the year as may be applicable in the employee's circumstances.
 - (ii) In the employee's subsequent first complete year of employment,

the employee will be credited with one (1) sick day on each of January 1, April 1, July 1 and October 1 of the year.

- (iii) In the employee's second and subsequent complete years of employment, the employee will be credited with all four (4) sick days on January 1 of the year.

15.08 Notification of Absence From Work

Employees who become aware that they are not going to be able to report for work as scheduled shall make every reasonable effort to notify the Company, or to have someone else notify the Company on their behalf, at least one (1) hour prior to their scheduled reporting time, or as soon after that time as is possible in the circumstances.

ARTICLE 16 - GROUP BENEFITS

- 16.01 (a) The Company shall maintain the Health and Welfare Benefit Plan as per Group Policy No. 31209-1 which was provided to the Union in collective bargaining. The benefit coverages provided under the Group Benefit Plan are:

- (1) Life Insurance;
- (ii) Accidental Death and Dismemberment;
- (iii) Short Term Disability Insurance;
- (iv) Long Term Disability Insurance;
- (v) Extended Health Insurance; and
- (vi) Dental Insurance

Vision Care coverage shall be provided as part of the Company's overall Health and Welfare benefit coverages, to eligible employees and their dependent spouses on the following basis:

Two hundred dollars (\$200.00) for eye glasses and frames, or for contact lenses, in any twenty-four (24) month period. (Note: A claim for eye glasses/frames and a claim for contact lenses cannot be made within the same twenty-four (24) month period).

- (b) An employee shall be entitled to enrol in the Company's benefit coverage under the Medical Services Plan of B.C. commencing on the first day of

the calendar month following the employee's completion of three (3) months of employment with the Company.

- (c) The cost of the premiums for the Health and Welfare Group Benefit Plan coverages (in paragraph (a) above) and for the Medical Services Plan of B.C. (In paragraph (b) above) shall be paid sixty percent (60%) by the Company and forty percent (40%) by the eligible employee. The employee's portion of the premium costs shall be paid by means of payroll deduction.

Effective September 1, 2000, the Employer's contribution to the cost of the premiums shall increase to eighty percent (80%).

Effective August 1, 2002, the Employer's contribution to the cost of the premiums shall increase to one hundred percent (100%).

- (d) Notwithstanding paragraph (c) above, if there are insufficient monies payable to the employee in the calendar month to cover the required deduction for the employee's portion of the premium cost for the health and welfare benefit coverages for the following month, it shall be the responsibility of the employee to ensure that the Company is provided with sufficient funds by the end of the calendar month in order to make the appropriate premium payments for the following month.
- (e) An employee who has applied for workers compensation or weekly indemnity benefits, and who is awaiting the acceptance of his/her application and the payment of benefits, shall be paid two hundred dollars (\$200.00) a week by the Company until the earlier of:
- (i) a maximum period of four (4) weeks, or
 - (ii) receipt of the workers compensation or weekly indemnity benefits by the employee.
- (f) Prior to receiving the payments from the Company pursuant to paragraph (e) above, the employee shall be required to sign a loan agreement with the Company whereby the employee will agree to:
- (i) repay the full amount of the payments received from the Company pursuant to paragraph (e) above commencing on the earlier of:
 - (1) receipt of the workers compensation or weekly indemnity benefits by the employee, or
 - (2) the completion of the four (4) weeks of payments by the Company;

- (ii) repay at least one-quarter ($\frac{1}{4}$) of the amount owing to the Company on a weekly basis over a four (4) week period.
- 16.02
- (a) All Benefit Plan coverages, terms, conditions and specific eligibility requirements shall at all times be subject to and governed by the actual terms and conditions of the Plans provided by the carrier, as may be amended from time-to-time by the carrier. The Company agrees that the level of benefit coverages provided to employees as of August 31, 1999 shall not be reduced without the mutual agreement of the Union.
 - (2) Provided that the Company fulfills its responsibility to pay its portion of the premiums for the applicable benefit coverage, the Company cannot be held responsible or liable for the rejection of any claim by the carrier.
 - (c) The Company agrees to provide each current employee and any new employee with a group benefit plan booklet that describes the benefits the employees are entitled to.

ARTICLE 17 - SEVERANCE & TERMINATION PROVISIONS

17.01 Entitlement

Employees who lose employment due to technological change, plant closure, layoff pursuant to Article 17.02 below are entitled to severance pay on the basis of one (1) week's pay for each continuous completed year of service with the Company, up to a maximum of eight (8) weeks' severance pay.

An employee waives any right or entitlement under this agreement in the event of acceptance of payment of severance pay.

17.02 Severance Pay

An employee will be entitled to receive the severance pay noted herein in the event that:

- (i) the employee has been laid off and his/her recall and seniority rights, have elapsed under Article 12.04(a)(v) of this Agreement.
- (ii) the employee has been laid off and thirteen (13) weeks or more have elapsed from the date of layoff and the employee elects to forfeit his/her recall and seniority rights, and all other rights under this Agreement.

17.03 Employee Status

Severance pay rights are automatically cancelled in the circumstances described in Article 12.04(a).

ARTICLE 18 - WAGES18.01 Wage Schedule:

- (a) The job classifications, effective dates and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is part 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 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 Grievance and Arbitration procedures of this Agreement.

18.03 Work in Higher Classification

Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification, provided the employee works three (3) hours or more in the higher classification.

18.04 Pay Guarantee

Where the pay or pay cheque is not ready on the payday a cheque for the full amount shall be issued.

18.05 Rate of Pay Upon Change in Classification

- (1) Paragraph (b) below shall apply to an employee who:
 - (i) is the successful applicant for a posted position in a different classification, or
 - (ii) temporarily performs work classified at a higher rate of pay for the period set out in Article 18.03 of this Agreement.

- (2) The following applicable rate of pay shall be provided to an employee covered by either sub-paragraph (a)(i) or (ii) above:
 - (i) Where the entry rate of pay for the employee's new classification is equal to or higher than the rate of pay which the employee had been receiving in his/her current classification, the employee shall be paid at the entry rate of pay for the new classification.
 - (ii) Where the entry rate of pay for the employee's new classification is lower than the rate of pay which the employee had been receiving in his/her current classification, the employee shall be paid at the rate of pay in the new classification which is closest to, but not greater than, the rate of pay which the employee had been receiving in his/her current classification.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01 If the Company introduces or intends to introduce a measure, policy practice or change that effects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies the Company agrees that the provisions of Section 54 of the Labour Relations Code of B.C. shall be complied with.

ARTICLE 20 - HUMAN RIGHTS AND HARASSMENT

- 20.01 The Company and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.
- 20.02 Sexual harassment means any repeated and/or unwelcomed words or actions

made by a person who knows or ought to know it is unwelcome and includes but is 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

20.03 A complainant may either initiate a grievance as per the grievance procedure of the collective agreement or file a written complaint with the General Manager or his/her designate and the President of the Local Union and deliver a copy to the alleged harasser.

20.04 The Parties agree that, in the event of a complaint of sexual harassment, it will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

20.05 An Arbitrator or 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 final conclusive settlement of the grievance.
- d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify, or amend the Collective Agreement in any respect.

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

ARTICLE 21 - ALCOHOLISM AND DRUG ABUSE

21.01 During negotiations the parties reaffirmed their conviction that it is important to provide help to employees afflicted with alcohol and drug dependence.

We share a common belief that it is more important to provide assistance to such afflicted individuals to motivate them to help themselves overcome their problems, rather than to rely solely on discipline. Further, employees who seek assistance are assured of the privacy and confidentiality of matters discussed.

Accordingly, the parties have expressed their mutual wish to continue with their efforts towards this common goal.

ARTICLE 22 - CONSULTATION COMMITTEE

- 22.01 A Consultation Committee shall be established consisting of two (2) employees selected by the Union and two (2) Company representatives. One of the employee representatives shall be selected from among the Vancouver Branch employees, while the other shall be selected from among the Head Office employees.
- 22.02 The Consultation Committee shall meet at 10:00 A.M. on the second (2nd) Monday of every second month (i.e. February, April, June, August, October and December). If, due to its operational needs, the Company determines that the meeting of the Consultation Committee cannot be held at the scheduled time or date, then the Company may defer the meeting for a period of no longer than one (1) week. In such circumstances, the Company shall advise, in writing, the Union and the employee representatives of the deferral of the scheduled meeting of the Consultation Committee, and of the date and time in the following week when the Committee's meeting will be held. Any deferral of the scheduled meeting for a period longer than one (1) week must be mutually agreed to between the Company and the Union.
- 22.03
- (a) The purpose of the Consultation Committee is to discuss issues relating to the workplace that affect the Parties or any employee covered by the Collective Agreement.
 - (b) The Consultation Committee does not have the power to bind either the Union or the Company to any decision or conclusion reached in its discussions. The Committee shall have the authority to make recommendations to the Bargaining Principals.
 - (c) The Consultation Committee is not intended to serve as a substitute to the grievance/arbitration process set out in this Agreement, nor to interpret or attempt to renegotiate any provision of this Agreement.
- 22.04 The two (2) employee representatives on the Consultation Committee, if otherwise scheduled to be working at the time the meeting is to be held, shall be entitled to leave their work duties to attend the meeting without loss of regular pay.
- 22.05 Minutes shall be kept as a record of the matters discussed during the meetings of the Consultation Committee.

ARTICLE 23 - DURATION OF AGREEMENT23.01 Duration of Agreement

This Agreement will be effective from September 1, 2002 to and including August 31, 2005.

23.02 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 Company 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.
- (c) Notwithstanding 23.01, 23.02 (a) and (b) above, it is agreed that either party to this collective agreement may, within four (4) months prior to the expiry of this Agreement, serve notice of the desire to negotiate a renewal collective agreement or a new collective agreement.

23.03 Duration As Agreed Only

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

APPENDIX "A"

Classifications	Effective Sept. 1, 2002	Effective Sept. 1, 2003	Effective Sept. 1, 2004
PICKERS - VANCOUVER			
0 - 12 months	\$10.50	\$10.82	\$11.04
13 - 24 months	10.61	10.93	11.15
25 - 36 months	10.82	11.14	11.36
37 - 48 months	11.03	11.36	11.59
49 + months	11.25	11.59	11.82
DRIVERS - VANCOUVER			
0 - 12 months	\$9.76	\$10.05	\$10.25
13 - 24 months	9.86	10.16	10.36
25 - 36 months	10.07	10.37	10.58
37 - 48 months	10.29	10.60	10.81
49 + months	10.50	10.82	11.04
PICKERS - H/O			
0 - 12 months	\$11.25	\$11.59	\$11.82
13 - 24 months	11.47	11.81	12.05
25 - 36 months	11.69	12.04	12.28
37 - 48 months	12.01	12.37	12.62
49 + months	12.73	13.11	13.37
MAINTENANCE PERSON			
	\$12.01	\$12.37	\$12.62

New hires at 85% of start rate for first three (3) months, 100% thereafter.
Leadhand, Forklift Operators and Shippers, \$0.45.
No commissions.

Overnight Shipper/Overnight Picker

- (1) The Company agrees to pay a premium to the Overnight Shipper or Overnight Picker when the employee performs the overnight picking or shipping function for four (4) or more hours during the particular work shift.
- (2) The premium to be paid by the Company in the circumstances set out in paragraph (a) above shall be:
 - (1) Overnight Shipper - forty cents (\$0.40) per hour worked as an Overnight Shipper (this premium is paid in addition to the existing \$0.45 premium paid to the Shipper); and
 - (2) Overnight Picker - forty-five cents (\$0.45) per hour worked as an Overnight Picker.

LETTER OF UNDERSTANDING #1

BETWEEN: ALTTROM CANADA CORPORATION

(the “Company”)

AND: CAW-CANADA, LOCAL 432

(the “Union”)

1. Except as provided for otherwise in this Letter of Understanding, all of the provisions of the existing Collective Agreement between the Parties shall be applicable to the Maintenance Person employed by the Company.

2. **Article 1.04**

Add the following paragraph to Article 1.04:

The Company agrees that there will be no reduction in the Maintenance Person’s weekly hours of work as a result of the Company contracting out any work presently performed by the Maintenance Person.

3. **Article 3.08**

The contribution paid by the Company should be pro-rated to \$4.50 per calendar quarter in which the Maintenance Person performed work for, or received wages from, the Company.

4. **Article 4.01(a) and (b)**

The Maintenance Person currently works three (3) days a week for four (4) hours a day.

5. **Article 4.02**

This provision is not applicable to the Maintenance Person position.

6. **Article 4.03**

The Maintenance Person shall be entitled to one (1) fifteen (15) minute rest period within his four (4) hour shift, without loss of pay.

7. **Article 4.04**

Add the following paragraph to Article 4.04:

The Company agrees to guarantee the Maintenance Person covered by this Agreement twelve (12) hours of work for any work week where the employee commences work.

8. **Article 6.01(a) - (d)**

The following provisions shall be applicable to the Maintenance Person position:

	<u>Length of Continuous Employment</u>	<u>Vacation Entitlement</u>	<u>Vacation Pay</u>
(1)	Less than one (1) year	zero (0) weeks	4% of gross wages
(2)	One (1) year but less than three (3) years	two (2) weeks	4% of gross wages earned during the twelve (12) months preceding the employee's last anniversary date.
(3)	Three (3) years but less than ten (10) years	three (3) weeks	6% of gross wages earned during the twelve (12) months preceding the employee's anniversary date.
(4)	Ten (10) years but less than eighteen (18) years	four (4) weeks	8% of gross wages earned during the twelve (12) months preceding the employee's anniversary date.
(5)	Over eighteen (18) years	five (5) weeks	10% of gross wages earned during the twelve (12) months preceding the employee's anniversary date.

9. **Article 7.01**

The Maintenance Person's entitlement to Statutory Holiday pay shall be calculated by dividing the employee's total wages for the thirty (30) day period before the Statutory Holiday, excluding overtime wages, by fifteen (15).

10. **Article 12.01(a)**

The Parties agree that all issues concerning how seniority shall be calculated and applied, with respect to the part-time Maintenance Person, are dealt with in the attached Letter of Intent.

11. **Article 14.06**

Add a new Article 14.06:

The Company agrees that any tools the Maintenance Person requires will be provided by the Company. The tools provided will remain tools of the Company.

12. **Article 15.01**

The Maintenance Person's entitlement to paid compassionate leave shall be pro-rated to three (3) scheduled work days leave of absence at two and one-half (2½) hours pay per day.

13. **Article 15.02**

The Maintenance Person's entitlement to paid leave for jury duty shall be pro-rated to two and one-half (2½) hours pay per scheduled work day leave of absence.

14. **Article 15.05**

The Maintenance Person's entitlement to the one (1) day with pay leave of absence shall be pro-rated to two and one-half (2½) hours pay for the scheduled work day leave of absence.

15. **Article 15.07 (d)**

The following provision shall apply to the Maintenance Person's position:

The Company agrees to provide a maximum of ten (10) sick hours with full pay in a calendar year on the following basis:

- (1) In the Maintenance Person's first partial year of employment, the employee will be credited with two and one-half (2½) sick hours as of the date he/she commenced employment with the Company, and will be credited with a further two and one-half (2½) sick hours on each of April 1, July 1 and October 1 of the year as may be applicable in the employee's circumstances.
- (2) In the Maintenance Person's subsequent first complete year of employment, he/she will be credited with two and one-half (2½) sick hours on each of January

1, April 1, July 1 and October 1 of the year.

- (3) In the Maintenance Person's second and subsequent complete years of employment, he/she will be credited with all ten (10) sick hours on January 1 of the year.

16. **Article 16**

Article 16 is not applicable to the part-time Maintenance Person position.

17. **Article 17.01**

The Maintenance Person's entitlement to severance pay shall be pro-rated to twelve (12) hours pay for each continuous completed year of service with the Company, up to a maximum of eight (8) weeks' severance pay.

18. **Appendix "A"**

New hires in the Maintenance Person classification shall receive 85% of the classification's rate of pay for the first three hundred and fifty (350) days on which the employee performed work for, or received wages from, the Company; 100% thereafter.

Dated at Vancouver, B.C. this ____ day of _____, 2003.

Signed on behalf of the Company

Signed on behalf of the Union

LETTER OF INTENT**Re: Seniority Calculation and Application for the Part-Time Maintenance Person**

Notwithstanding any provision to the contrary contained in the Collective Agreement, the Parties agree that the following provisions shall be applicable to the Maintenance Person:

1. The seniority of the Maintenance Person shall be calculated on the basis of the number of hours which the Maintenance Person performed work for, or received wages from, the Company.
2. With respect to the incumbent Maintenance Person, Leo Benac, the Parties agree that he will be credited with 7500 hours for seniority purposes effective February 1, 2000.
3. The part-time Maintenance Person shall be entitled to have his/her seniority compared to that of other full-time employees in the bargaining unit only for the purpose of filling a posted job vacancy pursuant to Article 13 of the Collective Agreement. For the purpose of such comparison, each forty (40) hours of seniority accumulated by the Maintenance Person shall equal one (1) week of seniority based upon length of service with the Company.
4. For all other purposes provided for in the Collective Agreement (i.e. layoff, recall and vacation scheduling), the Maintenance Person's seniority shall only be applicable within the Maintenance Person classification.

LETTER OF UNDERSTANDING #2

BETWEEN: ALTROM CANADA CORPORATION

(the "Company")

AND: CAW-CANADA, LOCAL 432

(the "Union")

The Company and the Union have agreed to delete the classification of "Supervisor" from Appendix "A" of this Collective Agreement.

Notwithstanding the above, the Company and the Union have further agreed that the current incumbent, Patrick Miqueles, will maintain his classification of Supervisor, and will receive the following rate of pay:

Effective September 1, 2002 -	\$14.77
Effective September 1, 2003 -	\$15.21
Effective September 1, 2004 -	\$15.51

Dated at Vancouver, B.C. this ____ day of _____, 2003.

Signed on behalf of the Company

Signed on behalf of the Union

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LETTER OF UNDERSTANDING #139

LETTER OF UNDERSTANDING #244

