

COLLECTIVE AGREEMENT

Between

CANPAR INDUSTRIES
(Parta Holdings Ltd.)

and

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 115

Effective: September 01, 2003 to August 31, 2004

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THIS AGREEMENT entered into this 1st day of September, 2003.

BETWEEN:

PARTA HOLDINGS LTD.
and WELCO MANAGEMENT LIMITED PARTNERSHIP,
a Partnership Carrying on Business
with the firm-name of
CANPAR INDUSTRIES

(The "Employer")
Or (The "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 115

(The "Union")

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Company and the Union and provide an amicable and equitable method for the prompt disposition of grievances or differences which may arise, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties hereto recognize their mutual interest in and responsibility for the successful operation of the Company and agree it is the duty of the Employer and the employees to promote at all times the progress of the plant by co-operating to the fullest extent in all matters having to do with the operation.
- 1.03 Use of the masculine gender in this Agreement shall be considered also to include the feminine where applicable.

ARTICLE 2 - BARGAINING AGENT

2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for employees of the Company employed at the location set out in the certification of bargaining authority by the Labour Relations Board of British Columbia.

2.02 **NON BARGAINING UNIT EMPLOYEES:**

Non bargaining unit employees shall not perform work which is "bargaining unit work" covered by this Agreement, except in the form of instruction, in emergency, to protect life or Company property.

2.03 **EMPLOYEE(S):**

For all purposes of this Agreement, the terms "employee" or "employees" mean those persons employed by the Employer for whom the Union is the recognized bargaining agent in Article 2.01.

ARTICLE 3 - UNION SECURITY

3.01 **UNION SECURITY:**

Each employee covered by this Agreement shall as a condition of employment and/or continued employment, be and remain or become and remain a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the right to determine who is a member in good standing, as provided by the constitution of the Union, Article XXIV Subdivision 7, Section (2). The Company shall upon notification in writing from the Union, discharge such employee forthwith.

3.02 **CHECK-OFF:**

The Company shall deduct from each new employee an amount equal to the Union dues from the employees first payroll cheque after completion of five (5) days of work in a calendar month and add that employees name and the said amount to the closest applicable check-off i.e., if the check-off for that month has not been remitted to the Union, it shall be added to the check-off; if that month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.

3.03 **DEDUCTIONS:**

Each employee shall sign the authorization for deduction as follows:

**AUTHORIZATION CARD FOR DUES AND
ASSESSMENT DEDUCTIONS**

(To be filed with Employer payroll records)

(Date) _____

Employer _____

Employee _____

S.I.N. _____

I, the undersigned, hereby authorize and request my Employer to deduct from my wages once each month, an amount equal to the current monthly dues. I also authorize and request my Employer to deduct from my wages any initiation fees or assessments or arrears as claimed or billed by the International Union of Operating Engineers, Local 115.

The money thus deducted is to be remitted monthly to the International Union of Operating Engineers, Local 115, who will keep the Employer advised of the current amount of my dues or assessments to the Union.

I further acknowledge all deductions made and absolve my Employer of any responsibility for the amounts deducted as claimed or billed by the Union, provided all such monies deducted are remitted to the Union on my behalf.

WITNESS

EMPLOYEE SIGNATURE

3.04 **AMOUNTS DEDUCTED:**

Union dues deducted under this provision or other check-off provisions shall be remitted to

the Union not later than the fifteenth of the month following the month in which such check-off applies.

3.05 **INDEMNITY**

The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that may be alleged to arise as a result of complying with any provisions of this Article.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union recognizes and affirms that the management of the works, and the direction of the working forces, including the right to suspend, discipline, discharge employees for just cause, hire, transfer, promote, demote and to make reasonable rules and regulations, be vested exclusively in the Company.

The Union also agrees that the Company is solely vested with the rights to decide on its field of operations, products manufactured, location of departments, division and plant, methods of manufacture, type and location of machines and tools used in manufacture, methods of engineering, designing, scheduling and sequence of operations.

ARTICLE 5 - DEFINITION OF EMPLOYEE

5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Board of British Columbia. "Employee" shall also mean a person employed by the Employer in a job classification listed in Appendix "A".

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 **DEFINITIONS:**

- Schedule:** Predetermined pattern of workdays and associated days of rest.
- Shift:** Hours of work to be performed on a given day. For 40 hour/week schedule – 8 hours in a 24 hour period. For Continuous (4 and 4) – 12 hours in a 24 hour period.
- Call Out:** A request made to an employee to return to the plant during his regularly assigned period of rest for the purpose of performing work.
- Work Cycle:** One set of scheduled work days and the associated days of rest.

- 6.02 The specifications of the hours of work in this Article does not constitute a guarantee of work for those hours. The employees and the Union acknowledge that staffing and scheduling fall within the discretion of the Employer. Prior to implementing changes the Employer will consult with the Union regarding reasons for such change, and to provide two (2) weeks notice to the employee groups affected.
- 6.03 The work day shall commence at the start of the employees regularly scheduled shift and end twenty-four (24) hours later.
- 6.04 A work week for the purposes of this Article shall consist of seven (7) consecutive days beginning at 7:00 am Monday.
- 6.05 The regular shift starting time normally shall be 7:00 A.M., 3:30 P.M., 7:00 P.M. and 10:30 P.M.

On Thursday maintenance shutdown the start time for cleanup crews shall be 6:00 A.M. ending 2:30 P.M.

6.06 **REST BREAKS**

- (a) Employees working an eight (8) hour shift shall be granted the following breaks:

- A daily lunch period of thirty (30) minutes to begin one (1) hour either side of mid-shift.
- Two (2) rest periods with pay of fifteen (15) minutes duration, midway of each half-shift.

Employees working a twelve (12) hour continuous shift shall be granted the following breaks:

- A daily lunch period of thirty (30) minutes, to begin one (1) hour either side of mid-shift.
- There shall be two (2) rest periods, with pay, of fifteen (15) minutes duration each, during the first five (5) hours of their shift and two (2) rest periods, with pay, of fifteen (15) minutes duration each, during the last five (5) hours of their shift.

- (b) Employees working in the following non-continuous operations shall receive an unpaid lunch:

- Maintenance day shift
- QC

- Shipping - truck and rail loaders
- Purchasing
- Electrical day shift
- Plant clean up
- **Router**

All other employees shall receive a paid lunch break. The Company shall continue its current practice of supplying fresh fruit and coffee free of charge at such breaks.

Employees shall co-operate in ensuring that a sufficient quantity of fruit remains for other employees on the same and later shifts.

6.07 **Posting Schedules**

The Employer shall, every three (3) months post in a conspicuous place the current work schedules, specifying the names and classifications of each employee.

6.08 **PAYMENT OF OVERTIME**

1) Eight Hour Shift (Non-Continuous)

- a) One and one-half (1 ½) times the employees regular hourly rate shall be paid for:
 - i) Time worked in excess of eight (8) hours in any twenty-four (24) hour period;
 - ii) Time worked in excess of forty (40) hours in a work week;
 - iii) Time worked on the employees first scheduled day of rest;

- b) Two (2) times the employees regular hourly rate shall be paid for:
 - i) Time worked in excess of eleven (11) hours in any twenty-four (24) hour period;
 - ii) Time worked in excess of forty-eight (48) hours per week;
 - iii) All hours worked on an employees second scheduled day of rest, provided the employee has worked his first day of rest.

- c) For the purpose of calculating weekly overtime under subsection (b) only the first eight (8) hours worked by an employee in each day are counted, no matter

how long the employee works on any day of the week.

2) 4 X 4 Shift (Continuous)

- a) One and one-half (1 ½) times the employees regular hourly rate shall be paid for:
 - i) The first six (6) hours worked on an employees day of rest.
 - b) Two (2) times the employees regular hourly rate shall be paid for:
 - i) Time worked in excess of twelve (12) hours in any twenty-four (24) hour period.
 - ii) All hours worked in excess of six (6) hours worked on an employees day(s) of rest.
- 3) Employees required to change crews, or shift schedules (e.g. from eight (8) hour to twelve (12) hour schedule) shall be paid one and one-half (1 ½) times the employees regular hourly rate for the first two (2) shifts, of that new schedule if forty-eight (48) hours notice isn't provided. Shift and weekend premiums shall be paid during the period.
- 4) If a shift change is consensual (at the request or with agreement of the employee in writing) or forty-eight (48) hours notice is given, overtime shall not be paid, except as provided elsewhere in this Article.
- 5) Employees working a non-continuous shift called in to work a twelve (12) hour (4 x 4) shift shall be paid daily overtime (e.g.: eight (8) hours straight time, three (3) hours at one and one-half (1½) and one (1) hour at double (2X) time) for the first two (2) shifts. No shift or weekend premiums shall be paid during this period. Should an employee continue to work this shift schedule he shall be paid in accordance with this Article.
- 6) When a change to an employees work schedule takes place, the effective date of the new schedule will commence after the employees previously scheduled days of rest. Where the employee works his scheduled day of rest, the applicable rates of overtime will apply. The new schedule can commence on a day of work or a day of rest. Therefore, the new schedule may result in additional days of rest and, accordingly, a reduction of earnings when compared to his previous schedule. In such cases the employee shall be given options as to how the transition to the new schedule can take place, with the opportunity to maintain his earnings as close as possible to his original schedule within the appropriate payroll period.

6.09 By mutual agreement, the Company may initiate and maintain flexible work schedule, subject to the pertinent statutes and regulations of the Province of British Columbia. The Union hereby agrees to jointly apply with the Company to the Director of Employment Standards for approval of such schedules.

6.10 DAY SHIFT

Day shift shall be scheduled between the hours of 7:00 A.M. and 3:30 P.M. Employees will be paid for eight hours of work.

6.11 AFTERNOON SHIFT

Afternoon shift shall be scheduled between the hours of 3:30 P.M. and 12:00 A.M. Employees will be paid for eight hours of work.

6.12 NIGHT SHIFT

Night shift will be scheduled between the hours of 10:30 P.M. and 7:00 A.M. Employees will be paid for eight hours of work.

6.13 TWELVE HOUR SHIFT - CONTINUOUS

Twelve (12) hours per day which is based on a weekly work cycle (four (4) shifts on, four (4) shifts off). The normal hours of work shall be:

- i) Day shifts of 7:00 A.M. to 7:00 P.M. followed by
- ii) Night shifts of 7:00 P.M. to 7:00 A.M.

Weekend twelve (12) hour shifts shall receive the appropriate premium for the entire duration of the shift.

The twelve (12) hour shift schedule results in an average of 42 hours worked per calendar week. Employees on a 4 x 4 schedule shall be paid a shift overtime adjustment equal to two hours pay at the employees regular rate of pay each week the employee works that schedule. For the purposes of this payment, vacation, statutory holidays, bereavement leave, union leave, jury duty, bank time and authorized unpaid leaves of absence are considered as time worked. All other absences including sick time are considered as unpaid leave.

6.14 SHIFT DIFFERENTIAL AND WEEKEND PREMIUM

i) Non continuous shift differential premiums will be paid as follows:

Day shift:	Nil
Afternoon shift:	\$.35 per hour
Night shift:	\$.60 per hour

ii) Continuous - Night shift \$1.00 per hour
 - Weekend \$2.50 per hour

6.15 Where an employee reports for work on his regular shift, and after reporting to work and finding no work available for reasons beyond his or the Company's control he shall be entitled to four (4) hours pay at his usual rate. Any work performed beyond four (4) hours shall constitute a days work.

6.16 SHIFT ROTATION

When employees are being worked on two (2) or more shift schedules and where a majority of the employees request it, they shall rotate shifts.

6.17 OVERTIME

a) OVERTIME - CALCULATIONS OF

Without distracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minutes unit, he shall receive credit for time worked for the full fifteen (15) minute unit.

b) OVERTIME MANNING

It is agreed that overtime may be necessary in order to respond to the efficient operation and service requirements of the business. No employee shall be required to work overtime against his will if other employees are available to perform the required work.

The company shall make available to employees a sign up sheet to sign consenting the company not to call them in for overtime opportunities.

c) OVERTIME MEAL

Employees who work more than two (2) hours beyond their scheduled shift shall receive a minimum of one half (1/2) hour's pay for time off to eat a meal.

The Company shall pay the cost of such a meal subject to maximum of twelve dollars (\$12.00).

6.18 REST BETWEEN SHIFTS

It is intended that every employee should have eight (8) hours' rest before the start of his shift. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall.

CLARIFICATION:

Employees reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

6.19 MINIMUM CALL OUT PAY

- a) If an employee is called out to work, he will receive a minimum pay of four (4) hours at one and one half (1 ½) times his basic rate.
- b) Where an employee is required to report for work prior to his scheduled starting time, in order to perform overtime work, and where the employee has received 12 hours notice prior to his scheduled starting time, overtime premiums only shall apply to such work. Where the employee does not receive the required prior notification, the pre-shift work shall be treated as a call out.

6.20 SHIFT EXCHANGE

Employees desiring to exchange a shift with a fellow employee may do so only if they are qualified to do such job and have advised their Supervisor of their intentions. This will not cause the Employer to pay any additional premiums.

Employees are responsible for any compensation as a result of the shift exchange. Abuse of this privilege will lead to its discontinuation for the employee found to be at fault.

6.21 WORK ON GENERAL HOLIDAYS

General holidays which occur on an employees regular scheduled shift shall be paid as

follows where the employee works that shift:

a) Non-Continuous

An employee shall be paid time and one-half (1 ½) for the first (1st) eight (8) hours worked and double time thereafter, on any general holiday listed in Article 11, or day observed as such under the terms of this Agreement.

All general holidays listed herein shall be paid on an eight (8) hour basis.

b) 4 x 4 Continuous Shift

Employees on the 4 x 4 continuous shift who work a general holiday will receive eleven (11) hours of overtime (1 ½ regular pay) and one (1) of double time (2 x regular pay).

All general holidays, as listed herein shall be paid on a twelve (12) hour basis.

c) Any employee who works a statutory holiday which falls on his scheduled day of rest shall be paid the applicable overtime rate in addition to his regular general holiday pay.

6.22 WORK THROUGH REGULAR LUNCH PERIOD

Where an employee is required to work through his regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

(if there are any issues under this article they are to be brought up to the Union Management Committee.)

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Employees shall attempt to settle any differences, complaints, or disputes with their Immediate Supervisor before proceeding with the grievance procedures. Employees are encouraged to promptly bring forward any differences so that problems can be clearly understood and resolved.

7.02 GRIEVANCE PROCEDURE

If there should arise any difference between the Company, and any employee or employees regarding the interpretation, application, or alleged violation of the Collective Agreement, or

question as to whether any matter is arbitrable, an earnest effort shall be made to settle the dispute in the following manner.

STAGE ONE Within fourteen (14) days of the employee or employees becoming aware of, or the date they should have become aware of the grievance it shall be submitted in writing to the Immediate Supervisor. The Supervisor, together with other management person he wishes, shall meet promptly with the grievor (s) and his Steward in an attempt to resolve the grievance. The Supervisor shall respond in writing within seven (7) days of his receiving the written grievance.

STAGE TWO Within seven (7) days from the time the Immediate Supervisor responded in writing; or should have responded; the grievor (s) together with his Steward and or Chief Steward shall present the grievance in writing, to the appropriate Department Head or his designate. The Department Head or his designate, shall give his decision in writing within seven (7) days from the time the grievance was advanced to Stage Two.

STAGE THREE Within seven (7) days from the time when the decision at stage two has been or should have been given, a Business Representative of the Union may give notice in writing requesting further consideration of the matter to the Production Manager/General Manager or his designate. A meeting shall be held within seven (7) days from the date upon which the General Manager received the written notice.

The employee (s) making the complaint may be present at this meeting if the Company or the Union, so requests. A Business Representative (s) of the Union, accompanied by the Chief Steward, and Steward involved, shall be present at this meeting. The General Manager/ Designate may if so desire, be accompanied by other officials of the Company.

The General Manager or his designate shall give his decision in writing on behalf of the Company within seven (7) days after such meeting. Failing a satisfactory resolution either party must within ten (10) days submit its grievance to arbitration in writing according to the provisions of Article 8 of the Agreement.

- 7.03 A grievance, which alleges that an employee has been suspended or discharged without just cause, may be commenced at Stage Two (2) provided it is done within seven (7) days after the alleged grievance has arisen.
- 7.04 The parties agree that time limits herein have been predetermined in order to expedite the resolution of differences. Time limits in this Article may be extended by mutual agreement in writing between the parties. Failure to abide by the time limits specified shall not automatically cancel the hearing of a difference provided the reasons put forth are reasonable and legitimate.

7.05 Any and all time limits fixed by this Article for the taking of action by either party or by an employee may at any time be extended by mutual agreement in writing.

7.06 It is agreed that a policy grievance may be filed by either the Company or the Union. Grievances of this nature shall include issues which effect two (2) or more employees, the rights of the Company or the rights of the Union. These grievances shall be initiated at Stage Three.

7.07 **Section 87 (1)**

Grievances pertaining to discharge and suspension will not be processed under Section 87 (1) of the Labour Relations Code of B.C. unless this is a mutual agreement between the parties.

ARTICLE 8 - ARBITRATION

8.01 If the matter has been submitted for arbitration under Article 7.02, Stage Three (3), the parties agree that a single Arbitrator who is acceptable to both parties may be used. The parties also agree that either party may insist on the use of a three (3) person Arbitration Board. The decision of a single Arbitrator or that of a three (3) person Arbitration Board shall be final and binding . The parties agree all expenses incurred by a single arbitrator or that of the chairman of a three (3) person board shall be paid equally by the parties. Each party shall pay its own costs.

(a) The party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.

(b) The party receiving the notice shall within five (5) days appoint a member for the Board and notify the other party of its appointment.

(c) The two (2) nominees so appointed, shall confer to select a third person to be chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either party may apply to the Minister of Labour of British Columbia to appoint such third member.

(d) The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the chairman. The parties may extend the time by agreement in writing.

8.02 If the Arbitration Board finds (or if at any earlier stage of the grievance procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges

which he would have enjoyed if the suspension or discharge had not taken place. If the Arbitration Board finds (or if at any earlier stage of grievance procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been rehired at the proper time. If it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

- 8.03 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.04 If the award of the Arbitration Board is subsequently set aside by the Labour Relations Board or a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 8.05 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.
- 8.06 **LETTER OF INTENT**

The parties will jointly review 8.06 (b) with the intent of retaining an independent arbitrator to be named in this Article to perform the functions as set out.

It is understood that the actual language in Article 8.06 (b) may require modification to meet the requirements of the parties in reaching an acceptable alternative dispute resolution process.

LABOUR RELATIONS CODE, SECTION 104

- (a) Notwithstanding the procedures set out above and subject to the provision set out below in (b), the parties agree to incorporate the expedited procedure outlined in Section 104 of the LABOUR RELATIONS CODE.
- (b) The 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 questions as to whether a matter is arbitrable, such person so agreed to by the parties, shall at the request of either party.

- (1) investigate the difference
- (2) define the issue in the difference; and
- (3) make written recommendation to resolve the difference

If either party does not wish to be bound by the outcome of the procedure in (a) it may, within four (4) days of the publication of the recommendations, present the grievance to the appropriate representative of the other party. Otherwise the recommendations shall be final and binding as a resolution of the grievance in the same manner and with the same effect as an arbitrator's decision.

8.07 **UNION MANAGEMENT COMMITTEE**

Employee and Employer representatives shall meet monthly, for the purpose of reviewing problems or potential problems arising in connection with the application or operation of this Agreement. Minutes shall be kept as a record of the matters discussed during these meetings. The Production Manager and the Union Business Representative may also attend.

ARTICLE 9 - SENIORITY

9.01 **SENIORITY LIST**

- (a) The Company shall at least once every three (3) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company, as a bargaining unit employee. The seniority list shall contain the following:
 - (i) Employees name
 - (ii) Employees Job Classification
 - (iii) The date from which the employees seniority is calculated
- (b) The Company shall forward to the Union a copy of each list on the date of its posting.

9.02 **PROBATIONARY PERIOD**

When a new employee is hired, it is agreed that he shall be on probation for 45 working shifts. The Company shall provide the new employee with evaluations at the 15 and 30 working day intervals. When the probation period is completed seniority will commence from the date of hiring. It is agreed that the Company has the right to determine the suitability of a probationary employee for continued employment.

9.03 **EMPLOYEE - RE-EMPLOYMENT**

- (a) An employee who leaves the bargaining unit to fill a management or non bargaining unit position with the Employer, shall be returned to the bargaining unit, provided that his written request and actual return occur within ninety (90) calendar days.
- (b) Bargaining unit employees relieving for departmental supervisory personnel shall not work in such acting positions for greater than forty-five (45) worked days per calendar year. During such period the employee:
- shall not have authority to discipline.
 - shall not perform bargaining unit work except as provided in Article 2.03.
 - shall be paid the Acting Supervisor rate set out in Appendix "A".

The Employer will designate one (1) employee per department (four (4) in production and one (1) in shipping) for such acting positions; however, it is understood that the Employer may re-designate at any time for valid reasons.

9.04 **LAY-OFFS**

In the event of lay-offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail subject to the senior employees ability to do the remaining jobs. The Company shall give at least:

- **48 hours notice for mechanical breakdowns exclusive of Saturdays, Sundays and General Holidays and**
- **7 calendar days for economic reasons.**

If lay-offs occur, providing a senior employee is capable of performing another job, he shall be given the opportunity to take such job.

If lay-offs are to take place out of seniority, the Company will discuss the matter with the Union during the **applicable** notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

The Company shall provide laid off employees full benefits for a period of two (2) months after layoff.

9.05 **SENIORITY RETENTION**

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of lay-off.
- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employees continuous service with the Company by reason of such lay-off.
- (c) Seniority shall be maintained and accumulated during:
 - absence due to occupational illness or accident
 - **absence due to non occupational illness or accident not exceeding three (3) years.**
 - approved leave of absence as provided elsewhere in this Agreement.

9.06 **RECALL**

- (a) When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail, subject to the senior employees ability to do the remaining jobs. Employees who have been displaced will also have the opportunity of returning to their previous classification.

The Company shall contact laid-off employees either personally, by telephone and by registered mail at the address supplied by the employee.

It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off. Such employee shall have two (2) days to respond after contacted. Such employee shall have **two (2) weeks** to report to work.

- (b) A senior qualified employee who is recalled to a job held previously through a job posting or job progression shall be entitled to a period of familiarization provided they are capable of performing the available work.

9.07 **LAY-OFF PAY**

An employee who has at least two (2) years service with the Company may elect to accept lay-off pay under the provisions of this Section using the calculation provisions of Article 15.15 before the end of his right to recall period. In so doing he shall forfeit all seniority rights accruing to him under this Agreement. At no time shall this amount be less than that provided by the Employment Standards Act of British Columbia.

9.08 **STUDENT EMPLOYMENT**

The Employer may hire students between April 15th and September 15th or each year.

Students are defined as individuals who are currently enrolled at a Post Secondary Educational Institution. In the event of lay offs, students will be laid off prior to other employees. Students shall not accrue seniority.

9.09 **LOSS OF SENIORITY**

An employee will lose all his seniority rights and his employment, subject to the grievance procedure, where he:

- (a) voluntarily terminates his employment;
- (b) is discharged for just and reasonable cause;
- (c) after a layoff, fails to report to work for five (5) days, having been recalled by telephone call and registered letter to the telephone number and address last provided by him to the Employer;
- (d) does not return to work on the date specified following an approved leave of absence, without reasonable cause;
- (e) is absent without leave from work for three (3) working days without reporting a reasonable cause;
- (f) comes within the circumstances outlined in Article 14.04; or
- (g) is laid off for a period of greater than twelve (12) consecutive months, or accepts severance pay under another provision of this Agreement.
- (h) is absent from work due to occupational or non-occupational injury or illness for a period of three (3) years.**

ARTICLE 10 - VACATIONS

10.01 (a) **EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE**

<u>COMPLETED YEARS OF SERVICE</u>	<u>VACATION PERIOD</u>	<u>YEAR 1 PERCENT</u>	<u>YEAR 2 PERCENT</u>	<u>YEAR 3 PERCENT</u>
6 months but less than 1 year	40 hrs.	4.00%	4.00%	4.00%
1 year but less than 3 years	80 hrs.	4.50%	4.50%	4.50%
3 years but less than 5 years	120 hrs.	6.50%	6.50%	6.50%
5 years but less than 8 years	128 hrs.	7.75%	7.75%	7.75%
8 years but less than 11 years	170 hrs.	8.75%	8.75%	8.75%
11 years but less than 15 years	180 hrs.	9.75%	9.75%	10.00%
15 years but less than 20 years	184 hrs.	10.25%	10.25%	10.25%
20 years onward	192 hrs.	11.00%	11.00%	11.00%

- (b) Calculation of vacation pay shall be at the appropriate percentage of gross earnings.
- (c) **Vacation pay may be drawn up to the number of weeks each individual employee is entitled to per calendar year. (e.g. 120 hours of holidays - maximum of three holiday pay withdrawals.)**
- (d) Employees working 4 X 4 continuous shift schedule shall not be required to work partial shifts.

10.02 **VACATION PAY ON TERMINATION**

In the event of termination of service with the Company an employee shall be paid on a pro rata basis all vacation pay earned and unpaid.

10.03 **VACATION PAY STATEMENT**

Prior to an employee going on vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay and how the vacation pay was calculated.

10.04 **VACATION - ANNIVERSARY DATE**

An employees anniversary of employment date will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date.

10.05 **SCHEDULING OF VACATIONS**

For the purpose of scheduling vacations, the vacation year will run from May 1 to April 30 of the following year. Scheduling of vacations shall be granted on the basis of seniority up to April 30 each year, after May 1 vacation will be granted on a first come/first serve bases, based on the date the application is received by the Company. Employees will be required to submit their choices of vacation time prior to March 31 of each calendar year. Vacation requests shall be filled out and a copy retained by the employee. Insofar, as possible, vacation shall be granted at times most desired by employee, but the final right of allotment of vacation period is reserved to the Company in order to ensure efficient and orderly operation.

10.06 **VACATIONS**

Each employee shall be allowed to take the full annual holiday period that he is entitled to under the provisions of this Agreement. An employee shall be allowed to carry forward one (1) years vacation entitlement.

10.07 **VACATION ENTITLEMENT - RELATED TO STATUTES**

The entitlements of an employee under this Section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any Orders or Regulations made thereunder.

10.08 **VACATION ENTITLEMENT - ELIGIBILITY FOR VACATION SHALL BE MAINTAINED, BUT NOT ACCUMULATED DURING ABSENCE**

- (a) due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks;
- (b) with authorized leave of absence
- (c) due to lay-off in excess of sixty (60) consecutive calendar days for employees with five (5) or more years of service and in excess of five (5) consecutive calendar days for employees with less than five (5) years of service.

10.09 **ELIGIBILITY FOR VACATIONS WILL BE MAINTAINED AND**

ACCUMULATED DURING ABSENCE DUE TO:

- (a) a compensable accident, for two (2) years
- (b) serving in the non-permanent Armed Forces of Canada
- (c) temporary illness or non occupational accident not exceeding twenty-six (26) weeks.
- (d) lay-off of sixty (60) consecutive calendar days or less for employees with five (5) or more years of service and lay-off of five (5) consecutive calendar days or less for employees with less than five (5) years of service.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 The Company shall give to each employee a holiday with pay on each of the designated general holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employees weekly day off. The designated general holidays shall be:

- | | |
|-------------------|---------------------|
| 1. New Year's Day | 6. Labour Day |
| 2. Good Friday | 7. Thanksgiving Day |
| 3. Victoria Day | 8. Remembrance Day |
| 4. Canada Day | 9. Christmas Day |
| 5. B.C. Day | 10. Boxing Day |

and any other holiday declared or proclaimed by the Federal and/or Provincial Government.

11.02 GENERAL HOLIDAY - SATURDAY & SUNDAY

- (a) When a General Holiday falls on a Saturday or on a Sunday or on an employees weekly day off, then the preceding and/or the next work day shall be observed as the holiday. If Christmas Day and Boxing day falls on a Saturday and on a Sunday, respectively, or on an employees weekly days off, then the day preceding and the day after shall be observed as holidays.
- (b) In any continuous shift operation the observed General Holiday cannot be moved.

11.03 GENERAL HOLIDAY PAY WILL BE PAID

Without limiting the general application of Section 11.01 but subject to the provisions contained herein the following general holiday pay provisions will prevail:

- (a) Where an employee is off work due to any circumstance for which he is eligible to receive compensation under the Workers' Compensation Act, provided such employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee is off work due to sickness, quarantine, or a non compensable accident provided such an employee has earned wages from the Company during the fifteen (15) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.
- (c) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the two (2) calendar weeks immediately preceding the week in which the holiday occurs.
- (d) Where an employee is off work due to death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.
- (e) Employees working an eight (8) hour shift schedule shall receive eight (8) hours pay for General Holidays. Employees working a twelve (12) hour shift schedule shall receive twelve (12) hours pay for General Holidays.
- (f) To be eligible to receive pay for a General Holiday, an employee must work his entire last scheduled shift prior to such holidays and his entire next scheduled shift after such holiday unless his absence is covered by (a) - (e) above.

11.04 **GENERAL HOLIDAY - DURING VACATION**

When a general holiday falls within an employees scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 12 - WAGES

- 12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.

12.02 PAY STATEMENT

The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.

12.03 PAYMENT OF WAGES

Effective January 1, 1998 the Company shall, every second Friday or another designated pay day, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is laid off, the Company shall pay such employee not later than two (2) business days after he ceased to be an employee.

12.04 TIME SLIPS AND SERVICE REPORTS

When time slips, service reports and job work reports are required such reports shall be filled out on Company time.

12.05 ACCIDENTS - PAY TO EMPLOYEES

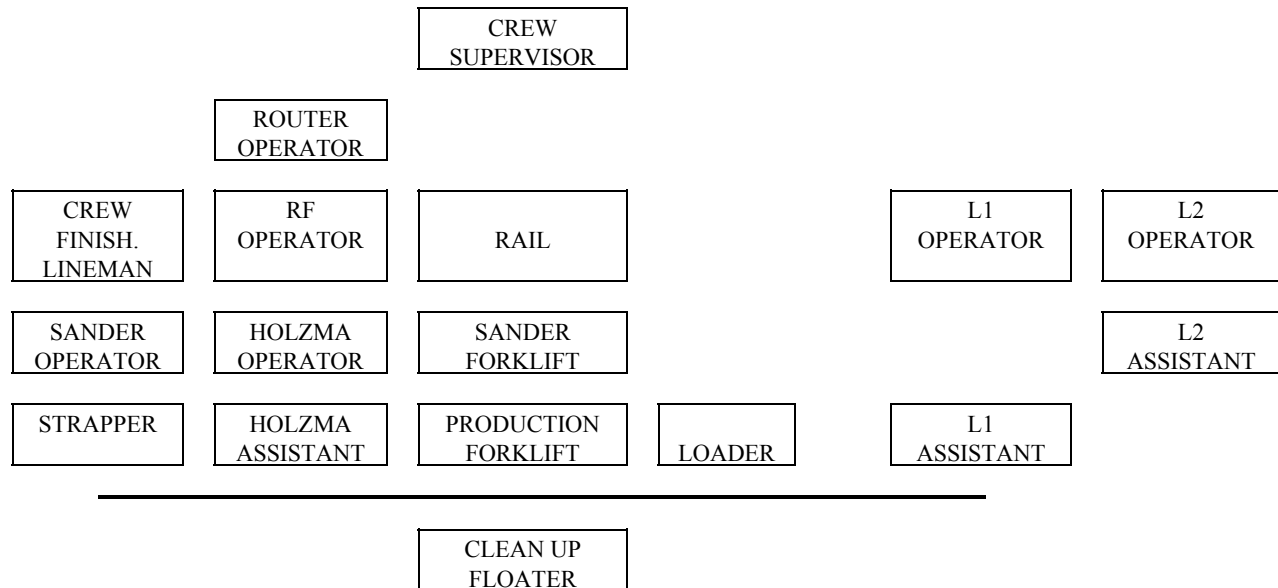
Employees involved in an accident while on the job shall receive their regular shifts pay at their classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off. If requested, he shall provide a doctor's letter or note and he shall return to complete the day's work if practicable.

12.06 WAGE RATE - HIGHEST DAILY RATE

Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for all time worked with the exception of break relief.

ARTICLE 13 - JOB PROGRESSION (4 X 4 CONTINUOUS SHIFT)

- 13.01 a) Job Progression will not be utilized to undermine the seniority provisions of the collective Agreement or the plant job posting procedure. Full time vacancies will continue to be posted and will be filled subject to seniority, qualifications and ability.
- b) All currently awarded spare postings will continue to be honoured with the understanding that all existing spare operators/employees shall be red circled and shall retain first right of refusal for permanent postings for which they are designated as spare.
- c) Upon completion of the appropriate training, absences shall be filled in the following manner:
1. Job Progression.
 2. Qualified off duty operators listed by seniority **that presently hold the classifications that are vacant.**
 3. **All senior qualified operators.**
- d) Consistent with the above terms and provisions, absenteeism will be filled by moving qualified personnel into the vacant spot. Employees shall be called in when more than two vacancies exist.
- e) Job progression shall occur as follows:



- f) The Company agrees that employees who hold a position by virtue of the posting procedure and who are performing their duties in a satisfactory manner, will not have their position with the Company jeopardized if they prove incapable of training up to the next level in the progression system.
- g) Supervisors shall not be used for job progression purposes.
- h) Temporary

Temporary shall be defined as forty-five (45) working days. The progressed individual shall be consulted within these forty-five (45) days as to continuing in that position. If the progressed individual does not wish to continue in this position, the position will then be offered to the next qualified individual in progression.

If after seventeen (17) weeks, the individual fails to return to work, this position shall be subject to the job posting procedure of the Collective Agreement.

NOTE: The job posting shall be temporary in nature and subject to bumping upon return of the individual.

- i) There shall be at least two floaters on each production crew. One of those floater positions shall be a posted position and vacancies shall be filled in accordance with the job posting procedures. The posted floater position shall have first option for

training and progression.

- j) The outside clean-up positions shall be posted and filled in accordance with job posting procedures.
- k) **Employees will not be required to digress to a job that has a lower rate of pay.**

ARTICLE 14 - LEAVE OF ABSENCE

14.01 **UNION SERVICE**

- a) i) The Company shall allow time off work without pay to employees who are serving on a Union committee for purpose of discussions with the Company, or serving as a Union delegate to any conference or function, provided a minimum of one (1) weeks notice is provided and such requests for time off are reasonable. Such leave shall not interfere with the proper operation of the plant.
- ii) The Company shall allow time off work, with full pay, to a maximum of one hundred and forty four (144) hours per contract year for the purposes of training, education or Union management meetings.

The Company and Union agree that paid time off shall be an equal cost basis.

- iii) An employee attending a meeting initiated or called by the Company shall be paid their regular wages by the Company.
- b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.
- c) When the Employer for any reason finds it necessary to lay off or terminate a Shop Steward or Safety Representative, the business representative of the Union shall be notified prior to such termination.

14.02 **LEAVE OF ABSENCE DUE TO INJURY**

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will be granted leave of absence **for a period of three (3) years in accordance with articles 9.05 (c) & 9.09 (h)**. All employees are encouraged to participate where appropriate in a progressive return to work program developed for their circumstances. The Company shall endeavour to make such return to work opportunities available to all employees.

- (b) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.
- (c) **The company shall pay premiums for benefits for 36 months for employees who are off work due to the above circumstances.**

14.03 **LEAVE OF ABSENCE - APPLICATION FOR**

If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union. During such leave seniority shall be frozen.

14.04 **LEAVE OF ABSENCE - OTHER EMPLOYMENT DISALLOWED**

In any instances where an employee accepts other employment without the consent of management, when on leave of absence his employment may be terminated.

14.05 **FAMILY - PREGNANCY - PARENTAL LEAVE**

The Company agrees to grant leave of absence without pay for parental leave, pregnancy leave and family responsibility leave as per the Employment Standards Act of British Columbia.

14.06 **BEREAVEMENT LEAVE AND FUNERAL SERVICE**

If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) consecutive days of which one is the day of the funeral and the employees normal days of work for the purpose of attending the funeral. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, brother-in-law, sister-in-law, step children, nieces and nephews, aunts and uncles, aunt-in-law, uncle-in-law, grandparents and grandchildren. It is understood that for the purpose of this Agreement step relatives are to be considered the same as blood relatives. If the employee affected does not attend services then he shall only be entitled to one (1) day which must be taken from the day of notification of the death to either side of the block if the funeral occurs on the day of rest.

14.07 **JURY DUTY**

- (a) All time lost by an employee due to necessary attendance on jury duty or acting as a

witness at court proceedings arising out of his employment, or subpoenaed as a crown or defence witness, or in completing his driver's tests required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the regular rate of pay applicable to said employee.

- (b) When an employee returns from serving on jury duty or from participating as a witness, under (a) above he will be returned to the job held prior to serving.
- (c) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this Subsection. All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

14.08 **PUBLIC SECTOR LEAVE**

The Company shall grant a leave of absence without pay to employee(s) who are serving in the following public sectors:

1. Canadian Armed Forces
2. British Columbia Ambulance Service
3. Fire Department
4. Search and Rescue
5. R.C.M.P Auxiliary

Such leave of absence shall not interfere with the proper operation of the plant.

14.09 **IMPROPER USE OF LEAVE**

Intentional improper use by an employee of any of the provisions of this Article shall be cause for discipline up to and including dismissal.

ARTICLE 15 - GENERAL PROVISIONS

15.01 **INJURY REPORT**

An employee suffering injury while in the employ of the Company must report to the first aid immediately, or as soon thereafter as practicable, and also report to his supervisor on returning to work.

All Injury Reports are to be kept confidential as per statutory regulations.

15.02 **LUNCHROOM, WASHROOM FACILITIES**

Adequate lunchroom and washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rule of cleanliness.

15.03 **SAFETY CLOTHING AND EQUIPMENT**

(a) The Company will provide the following safety equipment on a loan basis:

- rubber clothes
- rubber boots
- welders' gloves
- leather gloves
- welders' aprons
- goggles
- helmets of a reasonable fit and reasonable quantity as a tool crib item for shop, yard and field use.
- hard hats for job use where required
- safety glasses
- respirators or breathing apparatus

(b) **SAFETY GLASSES**

Each employee required to wear prescription glasses shall be reimbursed for the cost of replacement glasses up to a maximum of one hundred and fifty dollars (\$150.00) once per year. Maintenance employees will be able to claim an additional pair of lenses each year. The Employer will provide this benefit through an insurance carrier.

15.04 **PROTECTIVE CLOTHING**

The Company shall supply all protective clothing and safety equipment when employees are engaged in repair or maintenance work on hot presses or other extreme conditions.

15.05 **WATERLESS HAND CLEANER**

Waterless hand cleaner shall be supplied for all employees covered by this Agreement.

15.06 **COVERALLS**

1. Effective immediately, the Company shall supply the following groups with an annual coverall allowance for the purpose of purchasing coveralls, **Carhartt pants**, overalls, insulated coveralls, winter jackets (**defined as an insulated industrial work jacket**) or smocks in accordance with the following:
 - a) Maintenance (Mechanical)
\$330.00 per year
 - b) Maintenance (Electrical) and Clean Up
\$220.00 per year
 - c) Operations (Production, Finishing and Shipping)
\$110.00 per year
2. For reimbursement sales receipt to be returned to payroll.
3. The Company shall continue to provide laundry facilities including washer, dryer and laundry soap.
4. The Company shall supply name badges for all employees coveralls, overalls or smocks.

NOTE: The Company reserves the option to provide coveralls on a comparable service no less than what is provided in this Article.

15.07 **CLEAN-UP**

All employees shall be allowed five (5) minutes personal clean-up time each shift, such time to immediately precede the end of the shift.

15.08 **SHOP STEWARD AND SAFETY REPRESENTATIVES**

- (a) The Union may elect or appoint a Shop Steward or Safety Representatives to

represent the employees. The Union shall notify the Company as to the name or names of such individuals.

- (b) When the Company for any reason find it necessary to layoff or terminate a Shop Steward or Safety Representative, the Business Representative or the Union shall be notified prior to such lay-off or termination.
- (c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) The Shop Stewards and Safety Representatives shall be allowed reasonable time during working hours to carry out his duties, however, must obtain permission prior to doing so from his supervisor (permission not unreasonably withheld). Any employee being reprimanded by the Company shall have the right to request that a Shop Steward be in attendance. **A notice to this effect shall be posted for all employees perusal.**

15.09 **PICKET LINE**

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has at the time been legally established as a result of a bona-fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.

15.10 **TOOL INSURANCE**

The Company shall provide, at its expense, tool insurance coverage to each eligible journeyman. Such coverage shall pay the cost of replacing an employees stolen tools, tool for tool, at no cost to the employee. Each employee will provide a brand name inventory of his tools on each anniversary date of the Agreement on a form supplied by the Company to be eligible for tool insurance.

Such tool insurance shall include coverage on an employees' tool box.

Tools non-recoverable or broken in the carrying out of an employees duties, and reported to the respective supervisor during said shift of occurrence, will be replaced by the Company.

15.11 **TOOL ALLOWANCE**

A tool allowance of \$0.30 per hour worked will be provided to millwrights and welders. A

tool allowance of \$0.15 per hour worked will be provided to electricians.

The Company shall supply necessary tools to oiler.

15.12 **SUB-CONTRACTING**

The Company and the Union shall meet and discuss work to be contracted out prior to engaging contractors. Such contractors shall not be utilized to undermine the job opportunity or job security of bargaining unit employees.

The Company shall not contract out work of a classification in which employees are on lay-off without first attempting to recall such employees.

Both parties agree to meet **regularly, (Monthly or Bi-Weekly)** to discuss problems arising from contracting out. In order to assist in settling disputes the parties recognize the application of Article 8.06.

For project work the Company will consider the manpower and equipment availability of its own workforce prior to having work performed by a contractor. Wherever reasonable the Company shall not contract out work normally done by members of the bargaining unit prior to offering the work to its employees including the offering of overtime.

The company shall ensure that all sub-contractor employees are properly certified in the trade in which they are employed.

15.13 **NOTICE BOARD**

- (a) A notice board shall be provided for the posting of all official Union notices. This board will not be used for the purpose of disseminating political information. The right is reserved by the Company to request the removal of offensive material.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Stewards and Safety Representatives:
 1. Seniority list
 2. Copy of the Agreement
 3. Minutes of Safety Meetings
 4. Workers Compensation Inspection Reports
 5. Benefit Plan Provisions
 6. Training Manuals
 7. Current Company Policies.

Any employee requiring such information shall contact the Shop Stewards or Safety

Representatives for same.

15.14 **SEVERANCE**

- (a) In the event of amalgamation of departments, permanent closure of the plant, or a department thereof, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided that employee has at least two (2) years service with the Company. The Employer, at its discretion may provide employees with less than two (2) years service with either notice or pay in compliance with part 5 of the Employment Standards Act. Severance pay shall be based on an employees regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) weeks' pay for each year of service with the Company to a maximum of **fourteen (14)** weeks.

In any event this amount shall not be less than the amount provided by the Employment Standards Act of British Columbia.

- (b) In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation of departments, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold severance pay for such an employee for the period of his right to recall. During such period the employee may, subject to the same forfeiture provisions of Article 9.07 of this Agreement, request and receive payment of such pay.

15.15 **IMPROPER CHARGES**

When civil or criminal legal proceedings are unsuccessful against an employee arising out of conduct which involved him acting within the scope of his employment, the Employer will reimburse him for his reasonable legal expenses and wages lost due to necessary court appearances and preparation for same. In cases where the Employer is also named as a defendant or accused in the same proceeding, it has the right to select counsel on the employees behalf. In other cases, the employee shall consult with the Employer about the choice of counsel. This indemnity provision does not apply if it is determined by a court that the employee was at fault.

15.16 **ARTICLE HEADINGS**

The article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

15.17 **EDUCATION AND UPGRADING**

The Company agrees to the reimbursement of fees and related expenses, where such employee is upgrading in relation to his line of work at the request of the Company. The Company shall maintain such employees regular wages.

This provision shall apply for specialty training, tradesman qualifications and first aid attendant tickets.

The practice of the Company paying three hundred dollars (\$300.00) as a bonus to first aid attendants shall continue.

The Company will be consulted prior to the employee incurring any obligation.

15.18 **SAFETY BOOT ALLOWANCE**

All employees will receive annually a Safety Boot Allowance, in accordance with the following schedule, to be paid on a separate cheque. Employees required to work on the hot press and whose footwear is damaged, shall have same replaced by Company.

September 1, 2003 - \$140.00

Employees with less than 12 months' service prior to September 1st of each calendar year shall receive a portion of the above allowance pro-rated to the number of full months employed with the Company.

15.19 **SAFETY MEETINGS**

The Company shall during working hours for all employees hold monthly safety meetings. These meetings will allow ample time for the discussion of all safety related issues. Minutes shall be kept and a copy forwarded to the Union office.

15.20 **UNION MANAGEMENT SAFETY COMMITTEE**

There shall be a joint Safety Committee made up of **two (2)** Employer Representatives, one of whom is the Production Manager or his designate. For the Union there shall be a **minimum of three (3) Representatives who are as follows:**

1. **Safety Chairman**
2. **Safety Steward on shift**
3. **Day shift Safety Steward or their designates**

This Committee shall do a complete inspection of the plant monthly. Reports of these

inspections and minutes of meetings of this Committee shall be kept. The position of Chairman and Secretary shall be alternated between Company Representatives and Union Representatives. Minutes of this Committee's inspections and meetings shall be forwarded to the Union office.

Furthermore, the Safety Committee along with a sub committee comprised of an Electrician, Millwright, Operator and Supervisor shall be jointly responsible for the review and development of Safe Work Procedures.

15.21 **FIRE SUPPRESSION TRAINING**

The Company shall provide, and designated employees shall take, adequate training from qualified instructors for fire suppression. Such training shall be treated as hours worked. The Company shall not allow untrained employees to be involved with any fire suppression work.

15.22 **BANKED OVERTIME**

The Company will, upon written request by an employee, establish a time bank.

Each employee who elects to participate shall **indicate on the daily timesheet, beside their overtime hours that they wish to bank that overtime. This request shall** authorize the Company to credit each participating employees "overtime account" with an amount of time equal to the applicable rate at the time the overtime is worked for all overtime hours, **including Statutory Holidays**, except overtime incurred as a result of a continuous work schedule. This can continue until the employee has achieved the equivalent number of hours of credit and accumulated pay as in his regular cycle. An employee upon using some of his banked time can in the future bank additional time up to an amount no greater than the equivalent hours of his regular work cycle.

Employees with overtime credits shall be entitled to use any portion of their credit at any time providing sufficient notice is given and it does not interfere with the efficient operations of the plant.

An employee may elect to receive his accumulated pay and forego the hours off.

ARTICLE 16 - TECHNOLOGICAL OR PROCEDURAL CHANGES

16.01 In the event the Company proposes the introduction of equipment in its operations requiring specialized training, the Company agrees to give the first opportunity to employees then on

the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, providing the applicants have the ability to perform such job. The Company further agrees to notify the Union in writing as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

The Company agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a lay-off.

ARTICLE 17 - JOB POSTING

17.01 PROMOTION

When jobs are available, the Company will promote employees to a better paying job subject to seniority, qualifications and ability being considered.

17.02 JOB POSTING

- (a) In the event that a new job is created or a vacancy occurs the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job.
- (b) Employees desiring such job shall then apply, in writing within seven (7) days of such posting, except that employees on vacation or leave of absence may submit through his Supervisor prior to going on vacation or leave of absence an application for any specific vacancies in which he is interested. This application shall be in effect until the employee is scheduled to return to work and a vacancy awarded to an employee while on vacation or leave of absence shall be held until scheduled return.

The senior employee applying who has the ability to do the job shall receive such job **within thirty (30) days of being awarded the posting, except when extenuating circumstances exist. In the event of extenuating circumstances, the Union Management Committee shall meet to resolve the issue.** Employees within a given classification shall be given preference in changing crews or work schedules when a vacancy occurs.

Employees are to apply in writing to their Supervisor of their request to change crew or work schedule.

17.03 TRIAL PERIOD

Employees filling job vacancies or attaining promotions through the procedure outlined above shall serve a trial period for the first eighty (80) worked hours at the position. If during this trial period the employee is considered by the Employer to be unsatisfactory or unsuitable or the employee prefers not to fill the vacancy, he shall be returned to his former position and shall be paid his former wage rate.

17.04 NEW JOB CLASSIFICATION

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties are unable to conclude negotiations the matters in dispute shall be referred to a single arbitrator agreed upon between the parties. Failing such agreement, either party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

ARTICLE 18 - EQUIPMENT MAINTENANCE AND SAFETY

18.01 It is to the mutual advantage of both the Company and the employees, that employees shall not be required to operate equipment or machinery which is not in safe operating condition and is not equipped with the safety equipment required by law. The maintenance of equipment in safe operating condition is not only a function but a responsibility of Management. The parties also agree that it is the employees obligation to operate Company equipment in a safe and responsible manner.

- (a) The Company shall not require employees to operate any equipment or machinery that is not in safe operating condition or equipped with safety equipment, guards, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment or machinery for safety reasons.
- (b) All equipment or machinery owned or leased by the Company must have steps or other similar devices to enable operators to get in and out of the body for safety purposes.

- (c) It is agreed between the Company and the Union, having regard for the safety and operator health factor, where appropriate, all mobile equipment shall have adequate heaters, seats, seat belts, windshield wipers and defrosters installed.
- (d) It is mutually agreed that a form shall be supplied to the operator on which he must report defects in equipment with sufficient copies so that the operator may retain a copy and the Company will have a copy of this report on file.
- (e) When an operator reports a defect in equipment, he must tag or mark the equipment involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on equipment or machinery until the necessary work has been completed.
- (f) The Company shall supply a fire extinguisher for each service vehicle, also on all mobile equipment.
- (g) Bulkheads will be installed on all types of trucks.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.01 **DISCIPLINE AND DISCHARGE**

Employees must be informed of current Company policies. Those employees who fail to follow Company policies or fail to perform their duties, or who misconduct themselves may be disciplined. The Employer recognizes the value to a good working relationship of using a progressive discipline approach to employee non-performance and misconduct. The Union recognizes that Canpar may terminate employees summarily for serious misconduct, so long as just and reasonable cause exists.

With the above principles in mind, the parties agree to deal with less serious employee offences as follows:

1. **WARNINGS:** Written warnings shall be issued to an employee for their first and second offenses.
2. **REPRIMAND:** After receiving two (2) written warnings, an employee will be given a written reprimand for any further misconduct.
 - a) First Reprimand - where an employee receives a first reprimand they may at

the Company's discretion, be suspended for one (1) working day without pay.

- b) Second Reprimand - employees receiving a second reprimand may at the Company's discretion, be suspended for three (3) working days without pay.
3. **SUSPENSION AND/OR DISMISSAL**: An employee who receives a third written reprimand may be suspended for five (5) working days without pay, or their employment may be terminated. The employees past employment record will be considered in making this decision.

Written warnings and reprimands shall remain in effect for a period of two (2) years. Outdated discipline reports shall not be used to justify the suspension or dismissal of an employee. An employee must therefore receive a total of two (2) warnings and three (3) reprimands in a two (2) year period in order to be dismissed.

Shop Stewards shall be present whenever employees are being interviewed over a formal disciplinary matter. A photocopy of all written warnings and reprimands shall be given to the employee at the time of issue.

If an employee feels a written warning or reprimand is unjust, they may dispute the issue through the established grievance procedure. Upon request, the employee or his designate, shall be given full access to his personnel file.

ARTICLE 20 - MEDICAL - INSURANCE - DENTAL

20.01 **ELIGIBILITY**

Employees become eligible for enrolment in the coverage outlined in this Article upon successful completion of their probationary period. Participation by such employees in Medical Services Plan of British Columbia and the Group Insurance Plan is voluntary. Students will be eligible for Medical Services Plan coverage only.

20.02 **CONTINUATION**

The Employer agrees to paying the **full amount** of the premiums to obtain the benefit coverage in effect for employees immediately prior to the signing of this Collective

Agreement. Employee shall pay Long Term Disability Premiums, and the Company will bonus back the premiums.

The Company will furnish the Union with copies of the approved authorized texts, administrative procedures and summaries covering the Health & Welfare Plans referred to in this Article.

The Health & Welfare Plans shall not be changed or modified by the Employer with regard to benefits provided or eligibility for benefit entitlement except through mutual agreement of the parties.

At no time will coverage be less than that currently in place as indicated in Article 20.

20.03 **MEDICAL**

The medical coverage will be equivalent to that supplied by Medical Services Plan of British Columbia.

20.04 **EXTENDED HEALTH BENEFITS - VISION CARE**

\$250.00 over twenty-four (24) months per family member

20.05 **GROUP INSURANCE COVERAGE**

Life Insurance	80,000.00
Accidental Death Insurance	80,000.00
(24 hours coverage)	160,000.00

Weekly Indemnity Income 475.00 per week

- First Day of Hospital Confinement
- 1st day of disability due to accident
- 8th day of disability due to sickness
- maximum period of seventeen (17) weeks

20.06 **DENTAL PLAN**

Deductible	-	Nil
Coinsurance	-	100% for Minor Services

50% for Major Services
50% for Orthodontics

Maximum benefit per individual:

Minor and major services - \$1,500 combined maximum per calendar year.

Orthodontics - \$2,500 Lifetime maximum per family member.

20.07 **LONG TERM DISABILITY**

Long Term Disability: \$1,990.00 per month.

The benefit is subject to the 85% of all source maximum. The qualifying disability period is 17 consecutive weeks.

Deductible: Nil

Coverage: 100%

Maximum Benefit: Unlimited

Emergency travel included.

20:08 **UNION PENSION PLAN & GROUP R.R.S.P.**

The Company shall contribute to one of the employees choices of plans, either the International Union Of Operating Engineers Local 115 Pension Plan or A Group RRSP through Standard Life at the rate set out below for hours worked.

Effective September 1, 2003 - \$.50 per hour increase - \$1.80 per hour

The Operating Engineers' Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives designated by the Union.

The Company is required to report on the forms provided by the Union Pension Plan.

Contributions must be forwarded by the Company to the Operating Engineers' Pension Plan & the Group RRSP by the fifteenth (15th) day of the month following that which contributions cover.

The Business Representative of Local 115 may inspect during regular business hours a Company's record of hours worked by employees and contributions made to the Plan.

Payments to the Pension Plan shall be made by cheque, payable at par, at the City of Burnaby, Province of British Columbia, to the Operating Engineers' Pension Plan.

20.09 LIMITATION OF LIABILITY

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of premiums, or portions of premiums, as applicable, to an insurance carrier. It is understood and agreed that neither the benefits nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union and the employees agree that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

20.10 CARRIER

The selection of the insurance carrier for any benefits is in the discretion of the Employer, and it may change carriers, provided the benefits are equal.

ARTICLE 21 - SAVINGS CLAUSE

21.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such article or section to persons or circumstances other than those as to which it has been restrained, shall not be affected thereby.

21.02 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the Company for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 22 – DURATION

22.01 This Agreement shall be in full force and effect from **September 1, 2003** to including

August 31, 2004, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement ninety (90) days or more prior to either **August 31, 2004**, or expiry of the anniversary date in any year thereafter, 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 the Collective Agreement or a new Collective Agreement.

22.02.1 Should either Party give written notice to the other Party pursuant to Article 22.01, this Agreement shall thereafter continue in full force and effect until the original or annually extended term has expired and the Union gives notice of strike, or the Company shall give notice of lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

22.03 **LABOUR RELATIONS CODE**

Section 50 (2) and (3) of the statute do not operate or apply to this Agreement.

SIGNED AT _____, B.C. this ____ day of _____, 20____

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

CANPAR INDUSTRIES

CANPAR INDUSTRIES

APPENDIX "A" - WAGE SCHEDULE

JOB CLASSIFICATION	SEPT. 1/03
GROUP 1 Clean up/Labourer Holzma Assistant Floater Kiki	\$18.13
GROUP 2 Auto Strapper	\$18.66
GROUP 3 Forklift – Sander/Production Sander Outfeed Forklift	\$19.27
GROUP 4 Loader Operator	\$19.57
GROUP 5 Holzma Operator Line #1 Press Operator Assistant Line #2 Press Operator Assistant Maintenance – Lubrication Sander Operator Quality Control Technician	\$19.89
GROUP 6 Car Loader Receiver R F Operator Router Operator	\$20.33
GROUP 8 Finishing Lineman	\$21.43

JOB CLASSIFICATION	SEPT 1 / 03
GROUP 9 Press Operator Line #1 Press Operator Line #2	\$21.69
GROUP 10 Grinderman	\$23.77
GROUP 11 Uncertified / Journeyman	\$24.40
GROUP 12 Journeyman	\$24.72

Designated First Aid Attendants - \$.75 per hour

The Company will continue current practice of offering flu shots to all employees and also provide Hepatitis B shots for First Aid Attendants.

APPENDIX "B" - APPRENTICES

When an apprenticeship opening occurs, Canpar will post the position in accordance with the company's current job posting procedure. The posting will include the trade designation of the apprenticeship and, the opening and closing dates of the posting and the wage schedule which will be applied during the course of the apprenticeship. All Canpar employees are eligible to apply with the exception of those who have current written warnings or reprimands on file.

At this point, the first step in the selection process begins. Candidates must have the following prerequisites:

1. A minimum of one year of service with Canpar Industries.
2. The minimum education requirements as set by the apprenticeship board.
3. A 'clean' disciplinary record with the company.

If there are no interested candidates who meet the prerequisites for an apprenticeship, candidates with less than one year of service will be considered. It is the responsibility of the employee who is applying for an apprenticeship, to provide documentation of any relevant education or work experience prior to the closing of the posting.

An Apprenticeship Selection Committee (ASC) will be formed and will be composed of the following representatives:

1. The Union Business Representative or Chief Steward
2. The Human Resources Manager
3. The Department Head for the trade being considered.

It is the responsibility of the ASC to evaluate the candidates according to the following criteria:

APPRENTICESHIP EVALUATIONS

1. *Mechanical Aptitude Test*

This test will be administered by the Human Resources Manager. It is designed to test candidates in areas that are pertinent to the trade. Each candidate will be permitted to write the exam twice. They will be required to wait a minimum of three (3) months between each exam session. If a candidate chooses to rewrite the exam, the better of the two marks will be taken.

This test accounts for 20% of the overall rating.

5. *Trade Related Education*

In this area, we look at the candidate's extra skills and education. Have they taken a pre-apprenticeship or any trade related courses on their own? Points for extra effort relating to the trade are being awarded here.

A pre-apprenticeship that has been taken for the trade that is applied for would be worth 10 points. Other courses would be comparatively judged, using the pre-apprenticeship as a standard.

Courses taken at high school (ie auto shop) or courses taken to meet the Apprenticeship Board's minimum standard (ie. Grade 12 upgrading, GED, etc.) will not count. Points will be determined by the ASC to ensure consistency.

This portion of the selection process accounts for 20% of the overall rating.

Total scoring will be out of 100 points. One (1) point = one (1) %. Calculations will be rounded to next highest number..

AWARDING THE APPRENTICESHIP

Once a new apprentice has been selected, each candidate will receive a summary of their own personal results. This information is to help the unsuccessful candidates to take steps to improve their standing for their next bid for an apprenticeship.

Seven (7) days after the summaries have been issued the name of the successful candidate will be posted.

At his point the new apprentice will be asked to come to the Personnel Department and complete the necessary forms of indenture and see the General Foreman of the area they will be working in to discuss their move into the trade.

There may be a waiting period from the time the apprenticeship is awarded to the start date of the apprenticeship. This is to minimize the disruption in the operation as there will likely be a need to fill the successful candidate's previous position in the company.

Upon awarding of the apprenticeship the Company and the Union shall meet to establish the apprenticeship terms and conditions in accordance with Article 17.04.

PERSONAL EVALUATION FOR APPRENTICESHIP SELECTION

TRADE _____

DATE _____

NAME _____

<i>CATEGORY</i>	<i>POSSIBLE POINTS</i>	<i>POINTS SCORED</i>	<i>COMMENTS</i>
Trades Related Test	20		
Performance Appraisal/Interview	30		
Length of Service	15		
Work History 1) Shop Practices (5) 2) Trade Related (5) Experience 3) Other Mechanical (5) Experience	15		
Trade Related Education	20		
TOTAL	100		

COMMENTS

COMPLETED BY _____

IN WITNESS WHEREOF THE PARTIES HAVE executed this Agreement.

Signed for

CANPAR INDUSTRIES

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL#115

Jim Oakes

Brian Lefebvre

Richard Jones

Conley Koswan

Brent Barker

C.J. Coupland

SIGNED AT GRAND FORKS , B. C.

THIS _____ DAY OF _____ 20 _____

International Union of Operating
Engineers, Local No. 115

Canpar Industries

LETTER OF UNDERSTANDING #3

BY AND BETWEEN: Canpar Industries
(Hereinafter referred to as the "Company")

AND: International Union of Operating Engineers, Local 115
(Hereinafter referred to as the "Union")

SONYA WOOD

The existing hours of work and conditions of work will remain in effect as long as Sonya remains in that position. Upon vacating that position by her, that position will then be subject to the normal hours of work as per the Collective Agreement.

SIGNED AT GRAND FORKS , B. C.

THIS _____ DAY OF _____ 20 _____

International Union of Operating
Engineers, Local No. 115

Canpar Industries

