

COLLECTIVE AGREEMENT

BETWEEN

COLUMBIA FOAM INC.

AND

TEAMSTERS LOCAL UNION No. 213

June 1st, 2002 - May 31st, 2007

**DON MCGILL
Secretary-Treasurer**

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- (e) (i) The term "separated" means the cessation of an Employer/Employee relationship when the employee ceases to report for work, whatever the reason.
- (ii) The term "suspended" means the employee's temporary absence from work, normally upon the Employer's instigation to evaluate some aspect of the employee's job performance, or as a disciplinary step.
- (iii) The term "discharged" refers to an employee's cessation of work, probably permanently, upon the Employer's instigation.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be in full force and effect from and including June 1st, 2002 to and including May 31st, 2007, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiry date, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, 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.
- (b) Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.
- (c) The operation of Section 50 (2) and (3) of the British Columbia Labour Relations Code is hereby excluded.

3. CONFLICTING AGREEMENT

- (a) The Employer will not enter into any agreement or a contract with employees, individually or collectively, which in any way conflicts with the terms of this Agreement or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.
- (b) The Employer will not institute wage rates other than those set out in this Agreement without first discussing same with the Union Agent. Changes must come about in accordance with the terms of Articles 16 to 18 of this Agreement.
- (c) In the event of disagreement between the Employer and the Union on any matter covered in this Agreement, the matter shall be referred to a Board of Arbitration in accordance with Article 14 of this Agreement.

4. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon both parties, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) There shall be no recourse to leasing or other devices whose purpose is to circumvent this Agreement.
- (c) The Employer shall not require, as a condition of continued employment, that any employee purchase or assume any proprietary interest or any other obligation in the business.
- (d) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of the operation covered by this Agreement or any part thereof. A copy of the notice in writing shall be delivered to the Union prior to the Employer executing any changeover contract.

5. SAVINGS CLAUSE

- (a) 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 held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) 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 Employer for the purpose of arriving at a replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a replacement, the procedure as outlined in Article 14 herein shall apply.

6. MANAGEMENT PREROGATIVES

- (a) The Employer has the exclusive right and power to manage operations, to direct the working forces, to hire and promote as set out in this Agreement, to demote or discharge for cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, schedule and implement methods of production, and to make rules and regulations consistent with the provisions of this Agreement, provided, however, that exercise of these rights and powers are subject to grievance procedures.

7. ARTICLE HEADINGS

- (a) The Article Headings of this Agreement shall be used for purposes of reference only, and shall not be used as an aid in the interpretation of this Agreement.

8. UNION SECURITY

- (a) The Employer has hiring discretion subject to the provisions of this Agreement. The Union shall be given the opportunity to refer suitable job applicants.
- (b) Employees are required to be Union members as a condition of employment. Should they cease to be members in good standing, the Employer will discharge such employees upon being notified of that fact by the Union.
- (c) Subject to the provisions of this Agreement, the Employer shall give hiring preference to those having previous service with the Employer, providing the Employer accepts them as satisfactory employees.

9. EMPLOYER ADMINISTRATIVE RESPONSIBILITIES IN UNION MATTERS

- (a) The Employer will have new employee documentation completed and will forward same to the Union office.
- (b) The Union shall mail monthly to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. owed. The Employer shall delete names of employees separated since the previous list and add the names of new employees.
- (c) The Employer shall deduct an amount equal to the Union dues and levies from each employee's first (1st) payroll cheque and add that employee's name and amount to the closest applicable checkoff.

- (d) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as mentioned above.
- (e) Monies deducted by the Employer during any month shall be forwarded to the Union no later than the tenth (10th) day of each following month including one (1) copy of the checkoff referred to above. Union dues and other deductions are considered as trust monies that will be paid to the applicable party no later than fifteen (15) days after deduction.
- (f) The Employer shall record on each employee's T-4 slip the total union dues deducted and submitted on behalf of that employee.

10. SHOP STEWARD

- (a) The Union may appoint a Shop Steward who is an employee. The Shop Steward's primary Union function is to advise the Employer and the Union of non-compliance or possible non-compliance with this Agreement. There shall be no discrimination against a Shop Steward for Union activities carried out in accordance with this Agreement.
- (b) The Shop Steward may not alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer shall recognize the Shop Steward appointed as the representative of the employees, and that the Steward's appointment or removal is solely vested with the Union.
- (d) The number of Stewards will be consistent with the need.
- (e) Shop Stewards shall be allowed to take up grievances during working hours.

11. UNION NOTICES

- (a) The Employer will provide readily accessible space for official Union notices of direct interest to the employees. The following items must be posted in this space:
 - (i) A copy of this Agreement;

- (ii) A valid seniority list revised every six months with a copy being sent to the Union; and
- (iii) Copies of the Welfare Plan and sick leave pay provisions with details as to when employees are eligible and how to go about obtaining benefits under the plan.

12. UNION ACTIVITIES AND LEAVE OF ABSENCE

- (a) Employees may be allowed time off work without pay to serve as Union delegates to conferences or other pertinent functions providing the time off, in the opinion of the Employer, does not significantly interfere with the business. There shall normally be no more than one (1) employee in the bargaining unit absent on Union business at any one (1) time.
- (b) Seniority shall accumulate during authorized leave of absence.
- (c) When an employee is injured on or off the job, or becomes ill precluding his presence at work, leave of absence will be granted without pay, except as otherwise stipulated in this Agreement, until he returns to work. Such absence will not normally exceed twelve (12) months unless mutually agreed.
- (d) Employees shall report the details of the injury or illness necessitating leave of absence to the Employer as soon as possible, and will keep the Employer aware of correct employee address and telephone number or means of contact.
- (e) If an employee desires leave of absence for other reasons, he must obtain written permission from the Employer. No legitimate and reasonable request for leave of absence will be denied providing the absence does not exceed three (3) months. This may be altered by mutual agreement.
- (f) If it is confirmed that an employee on leave of absence or vacation has taken work elsewhere without the consent of the Employer, his original employment may be terminated.
- (g) In the event of death in an employee's current immediate family, (parents, sister or brother, spouse, children, mother and father-in-law, grandparents, brother and sister in-law) he may be absent from work up to three (3) working days with pay when such absence is necessary to make funeral arrangements or to attend the funeral.
- (h) Time lost by an employee due to necessary attendance in Court or jury duty shall be paid at the employee's rate of pay. Jury duty pay or other court payments will be turned over to the Employer. Where practicable, the employee shall make himself available for work before or after court duty.

- (i) When an employee is appointed or elected to a full-time Union job, he shall be granted leave of absence of up to one (1) year, renewable for one (1) year upon written application from the Employer.

13. PROTECTION OF RIGHTS

- (a) No employee shall be required to cross a legal picket line. The employee or the Union will advise the Employer should a picket line situation arise.
- (b) There shall be no strike, lockout or slowdown, sympathetic or otherwise, during the term of this Agreement.
- (c) The Employer will not require employees to perform any labour they do not ordinarily perform to circumvent strike action in firms normally doing business with the Employer.

14. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees concerning interpretation or application of the terms and provisions of this Agreement may be considered a Grievance.
- (b) An employee, the Union or the Employer may present a Grievance within thirty (30) days of the event. The Steps of the Grievance Procedure are as follows:
 - (i) The employee, with the Shop Steward, shall take his grievance up with the employee's immediate supervisor.
 - (ii) Should a solution not be reached, then Union Officers, accompanied by the Shop Steward and the employee, shall discuss the matter with more senior Employer management. If no solution is reached, the Union will submit in writing its contention on the dispute and meet with senior management to resolve the matter, the Employer shall respond in writing within seven (7) days. Failing settlement at this stage, the matter shall be taken to arbitration as set out in (c) below.
 - (iii) Nothing in this Section shall preclude the Union from taking up any Grievance without the presence or consent of the grieved employee. The employee will be given the option to attend this meeting.
- (c) (i) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.

- (ii) The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.
- (iii) The arbitrators so appointed shall select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour to appoint a third member. If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without proper cause, or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge or suspension had not taken place, or if an Arbitration Board finds (or if at an earlier stage of the Grievance Procedure it is found) that an employee should have been rehired, that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed if he had been hired at the proper time. If it is proven that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or improper lay-off or date of failure to rehire and rehiring, the amount so received shall be deducted from the wages payable by the Employer pursuant to this clause. The Arbitration Board shall have the right to order the Employer to pay less than the full amount of wages lost, and shall have the power as well to determine whether issues are arbitrable under this Agreement.

No Board of Arbitration shall alter or change any of the provisions of this Agreement, or substitute any new provisions in this Agreement or give any decision inconsistent with the terms of this Agreement. Each of the parties will bear the expenses of the arbitrator appointed by it, and the parties will equally bear the expenses, if any, of the Chairman.

- (d) Discharged or suspended employees may, within seventy-two (72) hours of discharge or suspension, in writing, require the Employer to give the reasons for discharge or suspension, and the Employer will give such reasons, in writing, within seventy-two (72) hours of such request. In the event of any dispute or difference as to whether there was proper cause for discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board.
- (e) The provisions of Section 87 of the British Columbia Labour Relations Code are excluded, except by mutual consent of the parties.

- (f) If any statements are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy sent to the Union within thirty (30) days of the date of the statement or the matter shall be considered void. Further, after one (1) year from the date of occurrence, such statement shall be permanently deleted from the employee's personnel file.

15. INSPECTION PRIVILEGES

- (a) An authorized Agent of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining adherence to the Agreement. Access shall be subject to the Agent informing the Employer of his presence.

SECTION II

16. JOB CLASSIFICATIONS AND WAGE RATES

- (a) The classifications and applicable wage rates for the effective period of this Agreement shall be those set out in Appendix "A" - Section IV of this Agreement.
- (b) Time at work shall be computed from the time the employee commences his normal day's work until he is released from duty by the Employer.
- (c) When an employee is temporarily removed from his regular work and is placed on other work for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, except that no employee's rate may be reduced below his regular rate. The Employer will pay equal pay for equal work regardless of sex, creed or colour.

17. SENIORITY

- (a) There shall be one (1) seniority list where applicable, which shall include all classifications of jobs regardless of departments.
- (b) The Employer shall provide immediately and every six (6) months thereafter a seniority list to the Union setting out the names and classification dates of all employees.
- (c) Layoffs and re-employment shall be based on seniority in the entire plant; that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided that the senior employee has the ability to perform the work available. The Employer shall give a minimum of twenty-four (24) hours

notice of layoff or eight (8) hours pay in lieu of providing at least twenty-four (24) hours notice.

- (d) If it is ascertained that an employee has been improperly laid off in accordance with (c) above, the employee who was improperly laid off shall be paid for the time the less senior employee worked, at the higher of the senior employee's regular rate of pay or the job's classified rate of pay, whichever is the higher, including overtime if involved.

- (e) A probationary period of sixty (60) days actually worked shall apply in the case of new employees before seniority commences at which time seniority shall begin to accumulate based on the employee's hiring date. An employee will be deemed to have worked a day providing he works any part of a work day.

- (f) Seniority shall be lost if an employee:
 - (i) Voluntarily leaves the employ of the Employer, or
 - (iii) Is discharged for cause, or
 - (iii) After a layoff, fails to report within five (5) working days after being recalled by telephone and/or registered letter, or
 - (iv) If absent without leave for five (5) working days without a legitimate reason. An employee who has been laid off shall remain on the Seniority list for nine (9) months and will retain the right of recall based on seniority, or
 - (v) Accepts severance allowance.

- (g) A reclassified employee shall be allowed a trial period of up to ninety (90) days, and if found unsatisfactory in the new classification, shall have the opportunity to revert to his former position without loss of seniority. If the employee requests, he shall be returned to his former position without loss of seniority, provided this request is made within thirty (30) calendar days.

- (h) When it is necessary to reduce the number of employees on a shift, senior employees shall be given preference over junior and casual employees providing the senior employees can perform the work required. If a temporary layoff exceeds sixty (60) calendar days, senior employees shall be called back and receive training, providing this training can be performed in-house.

- (i) Should the Employer intend laying off the Shop Steward, the Union shall be prior advised.

- (j) In the event of complete job loss, an employee may, based on seniority, bump a less senior employee and receive job training where such training can be completed "in-house".
- (k) When an employee within the bargaining unit covered by this Agreement receives leave of absence to take a position with the Employer which is beyond the sphere of the bargaining unit, he shall retain and accumulate seniority for a maximum of ninety (90) calendar days within the former unit. The employee shall retain his right to his posted position during this period. Either the Employer or the employee can make the decision that the employee shall return to the bargaining unit.

18. JOB POSTING

- (a) In the event that any employee leaves a job or a new job is created, the Employer shall post a notice indicating that a vacancy exists in a particular job, giving details of the job, including rate of pay. Employees desiring the job shall apply in writing within thirty-six (36) hours of posting, excluding weekends except that employees on vacation may apply on return from vacation. The senior job applicant who has the ability shall be given the job. An employee may apply for a lower-paid classification as well as a higher.

The Employer agrees that employees absent from work due to sickness or compensation will have an opportunity to bid on job postings. It will be the responsibility of the Employer to contact employees. It will be the responsibility of the employee to provide a current address and phone number to the Employer.

- (b) Where the vacancy is a new job, the Employer may establish a wage rate after discussing same with the Union. The Employer will advise the Union of plans to install new equipment, where possible, within three (3) months of planned installation.

19. TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

- (a) In the event the Employer plans to introduce equipment requiring specialized training, he will give first opportunity to current employees providing applicants can satisfy the requirements of an aptitude test administered at the Employer's cost. Test results will be made known to the applicants.
- (b) The Employer will attempt to arrange for training of employees whose jobs no longer exist as a result of automation.
- (c) Employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of closure of the whole or any part of the operation or are laid off for six (6) months or more without recall, shall have the right to request severance pay. This request will relinquish employees' rights to recall and seniority with the Employer.

Severance pay will be as follows with severance pay of one (1) week's pay for each year of service with the Employer at the rate of pay the employee was receiving on the date of severance.

The above shall not apply when an employee resigns or is discharged for cause.

- (d) Upon successful completion of a pre-approved eligible course, the Employer will reimburse 100% of the tuition costs, up to a maximum of \$500 per year per employee. (Note that this does not cover textbooks. It is understood that the employee will arrange for courses on his own time.) This is intended to assist interested employees in upgrading skills or knowledge which aid the employee in carrying out his present tasks or responsibilities, or which enable the employee to acquire new knowledge and skill to compete for other jobs within the plant.

20. SEPARATION

- (a) If an employee is separated he shall be paid in full for all monies owed him within six (6) working days.

Separated employees shall be given EI Record of Employment Certificate current to the last day of employment.

21. PAY

- (a) Employees shall be paid not less frequently than on a weekly basis, all wages earned to a day not more than seven (7) days prior to the day of payment. (In the event of absence of the pay clerk, weekly pay will be approximated and adjusted upon the return of the pay clerk.)
- (b) Employees shall be provided with a separate or detachable itemized statement of all wage payments. The statement shall set forth the total hours worked, total overtime worked, the wage rate, and all deductions made from the gross amount.
- (c) All employees, Management and Union, are eligible upon one (1) year of service to participate in a bonus pool of 10% of pre-tax profits. This is paid out without regard to base pay. The bonus for each employee will be in proportion to his own hours worked compared to the totalled hours worked by all employees. Overtime by salaried workers will not count for this calculation. Overtime by hourly workers will count for the calculation, but only as single hours overtime hours will not double in the same way that overtime wages do. Scheduled vacations and General Holidays will count as time worked, but all other absences will not. Partial days lost due to injury will count as full days of work but subsequent days will not.
- (d) The profit sharing bonus will be paid twice each fiscal year. The first payment will be based on results from the first half of the year, and will be for 50% of the accumulated pool at that time. The second payment will be for the total bonus earned during the year, less the amount of the first payment.

22. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The standard working time for regular day shift employees will be eight (8) hours each day between the hours of 7:00 a.m. to 3:30 p.m. forty (40) hours per week, Monday to Friday inclusive, with a half ($\frac{1}{2}$) hour off for lunch, for which no pay shall be allowed, or a variation of above hours by mutual consent.

In the event it is necessary to work a two-shift production operation, the second shift working hours will be ten (10) hours each day between the hours of 3:30 p.m. and 2:00 a.m. forty (40) hours per week, Monday to Thursday inclusive, with a half ($\frac{1}{2}$) hour off for lunch, for which no pay shall be allowed, or a variation of above hours by mutual consent. Premium pay for this shift will be as outlined in Appendix "A".

- (b) Hours worked outside the regular work week scheduled hours, as per (a) above, will be considered a shift and premium pay for this shift will be \$1.00 per hour in addition to the regular rate for all hours worked with a half ($\frac{1}{2}$) hour off for lunch for which no pay shall be allowed. The minimum shift size is two (2) people.

Where there are only two (2) employees scheduled on a shift and one of them does not report for work or leaves the shift, the other shall be paid for the entire shift if a replacement cannot be found for the missing employee and if a Supervisor cannot be present to ensure two (2) people are in the building whenever work is to take place. No Supervisor shall perform bargaining unit work.

All time worked exceeding the regular specified hours in any one (1) day shall be paid at double time.

- (c) Time worked on the sixth (6th) and seventh (7th) days, (normally Saturday and Sunday) shall be paid at the rate of double time with a minimum of four (4) hours guarantee per day.
- (d) Employees called in to work in any emergency after the working day has been completed, Monday to Friday, shall be paid a minimum of three (3) hours' pay at the rate of double time.
- (e) If an employee reports late for work, he will be paid from the time he reports for work. Overtime will be paid commencing eight and one-half (8 $\frac{1}{2}$) hours after work reporting time. Continual tardiness is cause for dismissal.
- (f) Overtime rate shall apply in one-quarter ($\frac{1}{4}$) hour segments. For the first quarter ($\frac{1}{4}$) hour after regular hours, a full quarter ($\frac{1}{4}$) hour will be paid after

five (5) minutes. For all subsequent quarter ($\frac{1}{4}$) hours, overtime will be paid if ten (10) minutes of that quarter is worked.

- (g) Employees who report for work on time on any regular working day shall be paid for seventy-five percent (75%) of the hours scheduled even if there is no work to do, except in the situation covered by Article 22 (b) and (i).
- (h) The Employer shall give a minimum of twenty-four (24) hours notice of shift change or four (4) hours pay in lieu. Only one shift change per employee per week can occur unless mutually acceptable between Employer and employee in which case pay in lieu is waived for subsequent changes.
- (i) Employees should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that an employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.

If an employee does not return to work at his scheduled shift start because of the foregoing ten (10) hour limitation, he shall not suffer loss of earnings on that account. That is, even though he is unable to work the full shift due to having reported late in compliance with the ten (10) hour rule, he shall be paid for the full scheduled shift.

- (j) Where shift work is in effect, employees involved shall be rotated on the shifts every two (2) weeks or as mutually agreed.
- (k) Employees working with tools shall be allowed sufficient time during working hours to return tools.
- (l) Employees engaged in "dirty work" (i.e. work in which an employee gets dirty to the point requiring longer wash-up), such employees shall receive a paid five (5) minute wash-up period. This does not mean that wash-up time incurred close to regular time may be considered as overtime.
- (m) In cases where outside help is contracted, unit personnel shall assist where practical.
- (n) Overtime will be distributed as equitably as possible amongst those who normally perform the required work. Other factors to be considered are:

- (i) that those employees doing the job have first opportunity for the overtime. Where weekend overtime is scheduled, the person(s) doing the job(s) for at least 4 days during the previous week's regularly scheduled operating hours will have the first opportunity for the overtime.
 - (ii) **CAPABILITY TO DO THE WORK** - The employee must normally have demonstrated that he can perform all aspects of the overtime work to be done;
 - (iii) **AREA OF EMPLOYMENT** - Employees selected to assist in overtime maintenance tasks should normally be employed in the area where maintenance is to be done;
 - (iv) **SENIORITY** - If consideration of the above factors does not indicate that there is a preferred employee to select for overtime, the most senior qualified employee will be asked to work.
-
- (o) Employees who will be unable to report for work, or who will be late for work are to advise the Employer as early as possible.
 - (p) Time spent on overtime may be "banked", rather than paid at overtime rate. That is, for example, the employee works eight (8) hours of overtime but is paid at regular rate "banking" a paid day which he may take off when mutually agreed with the Employer.

Banked overtime may be carried at a maximum rate of eighty (80) hours (2 weeks) for those whose "accounts" are above this value on June 1st, 1989. No further banking will be accepted until the account is below eighty (80) hours.

- (q) Employees are required to punch in and out any time they leave the premises.
- (r) Tampering with or altering time cards is not allowed. Punching another employee's time card is not permitted.

23. LUNCH AND REST PERIOD

- (a) No employee shall work longer than as mutually agreed by the employees and the Employer, without an uninterrupted half (1/2) hour off for the purpose

of eating a meal. This shall be exclusive of rest breaks which must be given as follows.

- (b) Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift, the break timing to be determined by the Employer. The lunch room shall have adequate space and seating. Lunch will be scheduled between 10:30 a.m. and 12:30 p.m.
- (c) On overtime two (2) hours or more beyond his regular shift, each employee shall receive a meal break of thirty (30) minutes, without pay, and a meal allowance of \$8.50.

24. SANITARY FACILITIES ACCOMMODATION

- (a) The Employer will maintain clean, sanitary washrooms, having hot and cold running water and waterless hand cleanser and towels in sufficient quantity, with toilet facilities. Employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Adequate closets or lockers for the protection of employees' clothes and personal belongings shall be provided. Such lockers are also provided for the security of company-owned items in the employees' possession.
- (c) The plant shall be adequately heated and ventilated.

25. VEHICLE ALLOWANCE

- (a) No employee shall use his or her vehicle on Employer business.

26. MEDICAL EXAMINATIONS

- (a)
 - (i) If the Employer requires an employee to undergo a medical examination or test, such examination or test shall be given by a physician engaged by the Employer and at Employer cost.
 - (ii) A copy of the physician's findings shall be available to both the employee and the Employer.
 - (iii) Time scheduled by the Employer for mandatory employee medical examination or tests shall be paid for at the employee's appropriate rate of pay.
 - (iv) If the employee is not satisfied with the findings, he may engage a physician of his own choice on his own time and expense. Leave of absence will be allowed where possible.

- (b) (i) If the employee has elected examination by his own physician under (a) (iv) above and there is no agreement between the two (2) physicians, the following procedure shall apply:
 - (ii) The two (2) physicians shall select a third consultant to examine the employee;
 - (iii) The finds of the consultant shall be final and binding upon all parties;
 - (iv) The cost of the consultant shall be equally shared by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying out his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from, or temporarily suspended from his regularly assigned duties. Further, the employee's cost of engaging his physician shall be reimbursed.
- (c) **Optional Medical Examinations** - The Employer will pay for routine medical examinations once per calendar year and will assist employees in arranging for them. The examinations must be taken on the employee's time.
- (d) An employee who has been absent from work because of illness or accident may be required to undergo medical examination at the Employer's cost.

27. PAID ELECTION TIME OFF

- (a) The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

28. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of employees during working hours.
- (b) An employee who suffers injury or job-induced illness must report same to the Employer as soon as practicable.

- (c) An employee who considers that any practice on the job is unsafe or detrimental to the health or safety has the right and the obligation to raise the matter with the Employer. The Employer will investigate and rectify if required. The W.C.B. will resolve differences of opinion.
- (d) Should an employee become ill on the job he shall report to the Employer who will allow him to leave the job. The Employer may require subsequent medical certification of the employee's illness, a requirement likely to arise in the case of frequent absence due to apparent illness. Allergies or recurring illness shall be made known to the Employer in writing.
- (e) One (1) employee may receive \$11.25 per week if in possession of a current certificate, or \$16.50 per week if in possession of an "INDUSTRIAL" certificate.

The Employer will pay for employees designated to take safety courses.

- (f) Employees shall be supplied protective clothing and protective clothing laundry free of charge.
- (g) Safety equipment required by WCB ruling will be made available free of charge.
- (h) Safety boots may be purchased by the employee once per year. An allowance of \$90.00 will be paid automatically once each year. Should the employee separate within six (6) months of Safety boot purchase, the Employer is entitled to deduct \$45.00 from the employee's final pay cheque.
- (i) There shall be a Safety Committee established composed of at least one (1) member from both Management and the bargaining unit. The Safety Committee shall meet in accordance with Workers' Compensation Board Regulations.

29. ANNUAL VACATIONS

- (a) The Employer shall post a vacation list annually no later than March 1st on which employees shall indicate their vacation preferences. Where preferences conflict, Seniority shall apply. Vacation requests and tentative scheduling shall be completed by April 15th. Employees are entitled to take one-half (½) of their vacations between May 15th and September 1st, however, may schedule them at other times.
- (b) An employee's anniversary date of hiring shall be used to calculate vacation entitlement and payment.

- (c) Employees who have previously completed or subsequently complete one (1) year and up four (4) years as an employee shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have previously completed or subsequently complete four (4) years as an employee shall receive three (3) consecutive weeks vacation of twenty-one (21) days, with one hundred and twenty (120) hours pay at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have previously completed or subsequently complete eight (8) years as an employee shall receive four (4) weeks vacation of twenty-eight (28) days with one hundred and sixty (160) hours pay at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (f) Employees who have previously completed or subsequently complete fourteen (14) or more years of continuous service with the Employer shall receive five (5) weeks vacation of thirty-five (35) days with two hundred (200) hours' pay at the rate they were receiving at the date of taking their vacation, or ten percent (10%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (g) Employees who have previously completed or subsequently complete twenty-five (25) or more years of continuous service with the Employer shall receive six (6) weeks vacation of forty-two (42) days with two hundred and forty (240) hours' pay at the rate they were receiving at the date of taking their vacation, or twelve percent (12%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- (h) When an employee has been paid a minimum of fifteen hundred (1500) hours in his calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations with pay as above set forth. If less than fifteen hundred (1500) hours have been paid, the employee shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.

- (i) In the event that an employee separates before he is entitled to two (2) weeks' vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (j) In the event of an employee separating after the vacation earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (k) Prior to an employee going on vacation, he shall be given a statement showing the period for which she is receiving vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and the vacation pay to which she is entitled.

30. GENERAL HOLIDAYS

- (a) Employees are entitled to the following paid General Holidays, at the rate of eight (8) hours applicable pay:

New Year's Day	Victoria Day	Remembrance Day
Good Friday	Canada Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
B.C. Day	Thanksgiving Day	*Floaters - 2
	(see below)	

***Floaters** - Employee must have six (6) months seniority to get the two (2) Floating Holidays.

Floater #1 - The timing of this Holiday must be mutually agreed between the Employer and the employee **prior** to the Holiday.

Floater #2 - This Floater will be taken during the Christmas/New Year Period on a day mutually agreed upon between the Employer and the employee prior to the Holiday.

If an employee separates and is rehired within twelve (12) months, he will not be eligible for further Floaters until six (6) months from rehire. The principle is two (2) Floaters per year per employee.

If an employee separates and is eligible for the Floaters but has not taken them, he shall be paid for these holidays upon separation.

To qualify for the above Holidays, an employee must have worked his scheduled shift on the last working day before the Holiday and his scheduled shift on the first working day after the Holiday.

- (b) If other Federal or Provincial Holidays are instituted during the life of this Agreement, they shall be considered as Holidays in addition to those above, and treated the same.
- (c) Work taking place on the above Holidays, excepting the FLOATER unless agreed between Employer and employee, shall be at overtime rates.
- (d) Holidays shall take place on those days specified by appropriate Federal, Provincial or Municipal Authority, or as mutually agreed. Employee consent will be by majority preference.
- (e) Employees shall be paid for General Holidays even if they fall on weekly days off (Saturday or Sunday), or on annual vacation. The employee shall be given a day off, or an extra day's pay, as preferred, provided he qualifies as in (a) above.

- (f) The following exceptions to working the scheduled shift before or after the Holiday shall not preclude an employee from receiving Holiday pay:
- (1) Verified illness, quarantine or accident;
 - (2) Death in the immediate family;
 - (3) Court Attendance;
 - (4) Annual Vacation;
 - (5) Layoff which occurs fourteen (14) days prior to the holiday or recall within fourteen (14) days of the holiday.

In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under a Welfare Plan provision, then the Employer shall pay the difference between the regular earnings of the employee and the daily rate from the other source.

31. TOOLS

- (a) The maintenance person will supply his own small tools except that breakage or loss occurring under reasonable care and security will be made good at the Employer's expense.

SECTION III

32. BENEFITS

The Employer will pay one hundred percent (100%) of all premiums of a benefits package containing Life Insurance and A.D. & D., Weekly Indemnity, MSP, Health and Vision Care and Dental. Employees shall be eligible for full benefits on the first (1st) of the month following completion of probation (Article 17 (e)).

(1) **Life Insurance**

In the first year of the Collective Agreement, the Life Insurance benefit shall be \$32,000.00 with \$32,000.00 AD&D for all regular employees. In the second year, these are each increased to \$34,000.00.

(2) **Weekly Indemnity Plan**

Sixty-six and two thirds percent (66 $\frac{2}{3}$ %) of regular weekly wages to a maximum of the EI maximum benefit on a 1-4-52 basis for eligible employees with proper certification of disability.

Should the earnings index under the E.I. Act change the criteria for maximum benefits, the Company shall adjust the maximum weekly benefit to the extent

of maintaining the minimum qualification requirements of the Weekly Indemnity Plan for premium reductions under the U.I.C. Act.

In consideration of the improved Weekly Indemnity benefits the Union and the employees agree that the entire amount of rebate due to any reduced Unemployment Insurance premiums shall be retained by the Employer.

(3) **Health and Vision Care**

(4) **M.S.P.**

(5) **Dental Plan**

(i) The Dental Plan will provide 100% payment of all basic dental treatment and 60% payment of prosthetics including crowns, bridges and dentures and orthodontia at 50% to a maximum lifetime benefit of \$2,000.00 (the descriptions of the benefits and coverage and eligibility will be as provided in brochure available to all employees).

(6) (i) All regular employees under this Agreement must be covered by all the provisions of this Welfare Plan.

EXCEPTIONS:

(A) Employees may be exempted who furnish written proof satisfactory to both the Union and the Employer of Medical coverage elsewhere by their spouse. Acceptance of such proof by the Union and Employer will exempt the employee and further that the employee so exempted will have waived all claims arising out of the Medical provisions provided herein.

(B) Should the coverage provided elsewhere lapse, then such married employees shall themselves be responsible to apply for coverage hereunder.

Having applied for exemption and having been exempted, the onus of applying for coverage at a later date is entirely upon the employee.

Until such application is received and accepted, all claims remain waived.

(C) The same procedure shall apply as herein set out for Medical coverage, in respect to coverage under the Extended Health Care Plan and/or the Dental Plan.

(7) (i) When any employee goes off work for illness, compensable or non-compensable accident, the Employer shall continue to pay such employee's Welfare Plan payments for a maximum of fifty-two (52) weeks, after which the employee shall make the payments himself.

(2) Immediately upon commencing work for the Employer, the employee shall fill out all required Welfare Plan

cards which the Employer will mail to the appropriate destinations.

33. COMPENSATION

- (a) Should an employee return to work after recovery from an illness or compensable injury, he may be evaluated for effectiveness at his previous classification. If he is incapable, and no other job can be found for him, he is entitled to two (2) weeks' notice of separation.
- (b) Should an employee be placed in a lower classification on his return to work, and it is ascertained that the injury was due to faulty equipment, then the employee shall be paid on the new job at the same rate of pay he received on the old.
- (c) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours for medical attention concerning a compensable injury or illness, he shall be paid a minimum of seven (7) hours' pay for that day.

34. RETIREMENT PENSION PLAN

The Company will establish and maintain a Money Purchase Pension Plan for the benefit of its employees. After an employee reaches one (1) full year's seniority, the Company will make a contribution each month on behalf of the employee.

This contribution will be in the amount of 2% of the employee's straight-time earnings for that month. Upon completion of probation (Article 17 (e)), employees may make voluntary contributions to the plan if they so desire, subject to applicable government legislation.

35. RETROACTIVITY

The wage rates effective as of June 1st, 2003, shall be retroactive from that date for all hours worked subsequent to May 31st, 2003 by each employee. Such retroactivity will be paid within thirty (30) days of the signing of this Agreement.

36. SIGNATURE

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its duly authorized signature(s) and seal and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized thereof.

DATED AT _____, B.C. THIS _____ DAY OF _____, 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

SECTION IV

APPENDIX "A"

JOB CLASSIFICATIONS AND APPLICABLE WAGE RATES

JOB ENCOMPASSED	EFFECTIVE JUNE 1/03	EFFECTIVE JUNE 1/04	EFFECTIVE JUNE 1/05	EFFECTIVE JUNE 1/06
All employees - Start	\$13.49	\$13.75	\$14.01	\$14.28
- After 180 days	\$17.08	\$17.40	\$17.73	\$18.07

PREMIUMS

Shipper	\$0.25/hr
Millwright	\$4.62/hr
Boiler (Active)	\$2.65/hr
Boiler (Standby)	\$0.30/hr
**Maintenance Helper	\$0.90/hr
First Aid	\$11.25/wk
2 nd Shift Premium	\$0.35/hr

1. With the appropriate Boiler Ticket, one employee will receive a premium of thirty cents (30¢) per hour for all hours worked. This premium will be administered on a "first come, first served" basis; however, at the Employer's discretion, more than one employee may receive this premium. In the absence of the Senior Boiler Operator and the boiler is being used operationally, the Alternate Boiler Operator so designated will be paid an additional \$2.35 per hour for all hours worked. The Employer retains the right to schedule the Alternate Boiler Operator on whichever shift is required to satisfy production demands and manning constraints.

* A one-time signing bonus of \$700.00 per employee will be given upon acceptance of this offer. The signing bonus may, at the employee's discretion, be paid into the employee's pension fund.

** This new Maintenance Helper position shall be posted as per Article 18(a) Job Posting.

SECTION V

LETTER OF UNDERSTANDING

BETWEEN: **COLUMBIA FOAM INC.**
9500 Van Horne Way
Richmond, British Columbia

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City
of Vancouver, Province of British Columbia;

It is Agreed and Understood by and between the Parties that in the event the Employer establishes ten (10) hour shifts, the following points shall apply:

1. Those employees affected shall be given a two (2) week notice before implementation or discontinuation of a ten (10) hour shift.
2. Overtime shall be paid at double time rates for all time worked in excess of the regular ten (10) hours.
3. General Holiday pay shall be based on the following formula:

If a General Holiday falls on an employee's normal day off, he shall be paid eight (8) hours pay at his regular rate of pay; if the Holiday falls on his normal work day, he shall be paid ten (10) hours pay at his regular rate of pay.

DATED AT Richmond, British Columbia, this day of , 2003.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

