

COLLECTIVE AGREEMENT

BETWEEN

O.I. CANADA CORP.

AND

TEAMSTERS LOCAL UNION No. 213

TERM OF AGREEMENT

JANUARY 5th, 2002 TO JANUARY 4th, 2006

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain lawful and orderly collective bargaining relations between the Company and its employees and to establish and maintain satisfactory working conditions, hours of work, and wages for said employees, and to provide for the prompt and equitable disposition of grievances.
- 1.02 The parties acknowledge that the Collective Agreement is dynamic and allows for mutually agreed changes in order to apply solutions within the workplace as the need may arise. Any proposed amendments will be posted prior to implementation.

SEPARABILITY

- 1.03 If any provisions of the Collective Agreement shall be held invalid and in conflict with the Federal or Provincial Law, the remainder of the Collective Agreement shall not be affected thereby.

NO STRIKE OR LOCKOUT

- 1.04 In view of the orderly procedure established by the Agreement for settling grievances, the Company agrees that there will be no lockout of its employees and the Union agrees that there will be no strike or other collective action which will stop, curtail, or interfere with work or the Company's operations. The Union agrees that if any such collective action takes place, they will repudiate it forthwith and require their members to return to work.
- 1.05 It shall not be a violation of this Agreement for employees to refuse to cross a legal picket line.

ARTICLE 2 - RECOGNITION AND JURISDICTION

- 2.01 The Company recognizes the Union as the sole bargaining agent for those employees at O.I. Canada Corp. Lavington Plant, covered by the Certification and working at the classified occupations listed in Appendix "A", and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction, save and except assistant supervisor, persons above the rank of assistant supervisor, security guards, office, clerical and sales staff.
- 2.02 The term "employee" or "employees" wherever hereinafter used shall mean only those persons coming within the bargaining unit as defined above, unless the context otherwise applies.
- 2.03 Where the masculine pronoun is used in the agreement, it shall mean to include the feminine pronoun where the context so requires.
- 2.04 (a) All work in occupations within the bargaining unit as described in 2.01 above shall be performed only by those persons coming within the bargaining unit, who are members of the Union prescribed herein, or who are eligible to become members under Article five (5) herein, except for work as follows:
1. instruction and training of employees
 2. taking inventory (Distribution department ware and carton inventory will include those hourly employees who normally perform work related to such ware inventory, i.e. warehouse attendant, L.T.O., L.T.O.C.)
 3. performance of experimental or developmental work
 4. emergency conditions which will endanger life or property
 5. ensuring proper adjustment in glass furnace flame patterns
 6. when suitable labour is not immediately available.
- (b) The terms of this clause will not be used to remove work from the bargaining unit or to reduce the earnings of any employee.
- 2.05 Neither the Employer nor employee(s) shall make any written or verbal agreement conflicting with the terms of this Collective Agreement. Any such agreement will be null and void.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Subject to the provisions of this agreement, the Management and the Supervision of the Plant and the direction of the work force is and shall remain vested exclusively in the Company.

- 3.02 The Union acknowledges that it is the exclusive function of the Company to:
- (a) Maintain order, discipline, and efficiency.
 - (b) Hire, discharge for just cause, classify, direct, transfer, promote, demote, lay-off, displace, and suspend or otherwise discipline employees, subject to the right of employees to lodge a grievance as provided by this Agreement.
 - (c) Generally to manage the Industrial Enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the products to be manufactured, methods and locations of manufacture, schedules for production; type and location of machines and tools to be used, process of manufacturing, the engineering and designing of its products, the control of materials and parts to be incorporated in the products produced, and the extensions, limitations, curtailment or cessation of operations.
- 3.03 The Company agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 4 - UNION RIGHTS

- 4.01 (a) The Company agrees to recognize a maximum of eleven (11) stewards, one of whom will be designated Chief Steward, elected or appointed by the Union from among the employees. The distribution of stewards will be set at a maximum of two (2) per shift (A, B, C, D, and day shift). In the event that more than one (1) steward is elected from the same shift and department, it is agreed by the Union that, in order to protect job responsibilities, no more than one (1) steward will be involved in union matters at the same time, except where otherwise authorized by management.
- (b) In order to maintain sound labour relations, the Company will assign the Chief Steward to a day shift position if so requested by the Union. The Chief Steward will receive his regular hourly base rate for the position held by the Chief Steward immediately prior to being transferred to the day shift position, whichever is greater. Upon completion, or termination of the tenure, the employee will be returned to his former position.
- 4.02 The Chief Steward, Stewards and/or a Union Agent of Local 213 may enter the Plant to administer the Collective Agreement with permission of Management. Should a Union official, other than those previously mentioned

in this clause, request to enter the plant or premises, the Chief Steward or Assistant Chief Steward and Management will be advised.

- 4.03 The Union shall notify the Company in writing of the Stewards and Local Officers and effective dates of their appointments. The Company shall keep the Union advised in writing of the names of the Supervisors and Assistant Supervisors. The Company and the Union shall each advise the other of any change in these names.
- 4.04 The Company shall, within three (3) days worked and following formal training, introduce all new employees to the Shop Stewards on their posted shift. In the event that the Shop Stewards are not at work during this time, introduction shall be made to a Shop Steward or other Union Representative on the premises.
- 4.05 An employee shall be entitled to view all his personnel files as prearranged by the employee with the Human Resources Department or the respective department head. An employee may have a Shop Steward present if requested.
- 4.06 Any meetings called by management with stewards or committee members shall be held during working hours whenever possible. Any committee member requested by the Company to attend meetings outside of his normal working hours (excluding grievance meetings) shall be reimbursed at his straight time rate of pay.
- 4.07 The Company will agree to pay the regular wages for a maximum of ten (10) days of negotiations for five (5) union representatives from the plant, providing the Union agrees not to shut down the plant for the purpose of holding a ratification vote.

ARTICLE 5 - UNION SECURITY

- 5.01 All employees covered by the Union certificate must become and remain members of the Union. The Employer agrees to retain in its employ within the group covered by the Union certification only members of the Union in good standing; the Union shall have the exclusive right to determine who is a member in good standing.
- 5.02 (a) The Company shall deduct monthly from the wages of its employees union dues, union initiation fees and any other levies or charges as levied against them in accordance with the Constitution and By-Laws

of the Union. Regular dues and the initiation fee shall be deducted from the first pay following acquiring of the check off list. The Company agrees to remit such deductions to the Secretary-Treasurer of the Local by the twenty-fourth (24th) of the month following. The monthly dues cheque shall be accompanied by a list showing the names, social insurance number and hourly rate for each employee and the total monthly union deductions remitted for each employee. The names, hiring dates, current addresses and telephone numbers of new employees shall be added to the check off list and the names and dates of severance of employment shall be forwarded to the Secretary-Treasurer of the LOCAL with the dues cheque.

- (b) The Company shall show on the employee's T-4 slip the total amount of Union dues deducted from his pay for that year.

5.03 All employees within the bargaining unit will be required to sign authorization for check-off of Union dues and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check-off shall be irrevocable during the term of this Agreement.

5.04 The Union will indemnify the Company against all claims by employees made against it by reason of compliance with this Article.

5.05 The Local will advise the Company in writing of any changes in the amount of dues and initiation fees to be deducted. Such changes will not require that new check-off cards be signed by the employees.

5.06 (a) Prior to the Company contracting out work on a furnace rebuild, installation of new equipment or general changes within the plant that require construction, additions or renovations, exceptions to notifications will include emergency situations or situations arising outside normal office hours, the Company will ensure that the Chief Steward is notified so that he has the opportunity for his input on major construction, additions or renovations. This notice will outline the scope and nature of the work. Local management will give due consideration to the suggestions of the local Union before making its final decision. All factors being equal, the Company will give preference to the contractors employing members of a union.

- (b) Where in management's view, it is efficient, effective and safe to utilize qualified laid-off Company employees on certain aspects of furnace rebuild or major construction work, those laid-off as a direct consequence of the rebuild or major construction may be given the

opportunity to perform such work. It is understood that factors beyond the immediate control of the parties may influence the Company's decision.

- (c) Subject to management's requirements elsewhere, laid-off employees assigned to work described in 5.06(b) will hold their assigned jobs for the duration of the requirement and will not be displaced/laid-off by more senior employees who had the opportunity to apply for the original position.

ARTICLE 6 - DISCHARGE AND SUSPENSION

- 6.01 (a) No regular employee shall be disciplined or discharged without just cause.
- 6.01 (b) If an employee is given a written reprimand, is suspended or discharged and he believes he has been unjustly dealt with, such written reprimand, suspension or discharge may constitute a grievance and any such case shall be dealt with starting at Article 29.03 of the Grievance Procedure within five (5) working days from the date of occurrence of the written reprimand, suspension or discharge.
- 6.02 In the event a problem arises which may result in a written reprimand, suspension or discharge, the employee involved, supervisor and steward will together hold a brief fact-finding meeting to clarify the issues. Upon the request of any employee who has received a suspension or discharge, the Company will allow him to consult with a Union official for a reasonable length of time immediately following the discipline meeting on Company premises. In case of written reprimand, consultation will be at a time mutually convenient to the Supervisor and Steward.
- 6.03 A disciplinary notice in an employee's file will be disregarded after twelve (12) months, providing the employee does not in the meantime receive another disciplinary notice of the same nature during that twelve (12) month period.
- 6.04 The Chief Steward shall receive a copy of all disciplinary notices on the day of the issue. Placement of such notices in the recognized Union "mail box" shall be considered as delivered to the Chief Steward. Copies of notices shall be forwarded by mail to the Union Business Office in Kelowna.
- 6.05 A Union official or shop steward will be present whenever an employee receives a written verbal warning, written reprimand, suspension or discharge. An employee shall receive disciplinary notice no later than during his fifth shift worked following the date that the infraction became known to

the Company. Before a suspension of more than one shift becomes effective, the Chief Steward and/or a Union Steward and the affected employee shall meet together with the Company to discuss the alleged infraction. The employee and his steward will witness the issuance of disciplinary notice. Should there not be a union steward on the premises, the above discipline will be postponed and the time limit in 6.05 is extended accordingly. Reasons for issuance of disciplinary notice will be given at the time.

- 6.06 It is agreed that, should the Company not meet the time limits as set out in 6.05 above in respect of disciplinary notice, then such discipline shall be deemed to be invalid. It is agreed that, should the Union not meet the time limit as set out in 6.01(b) in respect of a written reprimand, suspension or discharge grievance, then such written reprimand, suspension or discharge will stand and will not be subject to the terms of Article 29 and/or Article 30 of this Collective Agreement.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01 (a) A pay week for all employees is defined as 8:00 a.m. Sunday to 8:00 a.m. Sunday.
- (b) When an employee is required to change from one existing posted schedule or shift to another and has not been given twenty-four (24) hours notice prior to starting his new schedule or shift, he shall be paid at the rate of one and one-half (1½) times his base rate for the first four (4) hours and two times (2x) base rate for the second four (4) hours of his new schedule or shift.

8 Hour Day Shift

- 7.02 Normally scheduled hours for day workers shall be on the basis of forty (40) hours per week. The work schedule will be posted and will include starting and stopping times, days to be worked and days off.
- 7.03 Overtime rates will be paid as follows:
- (a) For all time worked prior to or in excess of his assigned eight (8) hour work schedule in any twenty-four (24) hour period that begins with the employee's regular starting time, time and one half (1½) base rate for the first two (2) hours and two times (2x) base rate for the excess hours.
- (b) Time worked on Saturday, or Sunday will be paid at time and one-half (1½) base rate for the first two (2) hours and two times (2x) base rate

for the excess hours. A premium applies for work on Sunday as per Article 10.03.

(3) Day Worker Overtime Call-Ins:

If a day worker is called in between two of his regular shifts (e.g. Sunday to Thursday) the following will apply:

1. Called in prior to 4:00 a.m.: The worker will have eight hours rest from the time he leaves the plant until he returns. If he returns past 8:00 a.m. he will receive his regular day-shift pay provided he has worked eight (8) hours in total including the overtime hours.
2. Called in between 4:00 a.m. and 7:00 a.m.: The worker will receive overtime pay until 8:00 a.m. (start of regular shift) and will continue working until he has worked eight hours. He will then receive his overtime pay and his regular pay for the day.
3. Called in between 7:00 a.m. and 8:00 a.m. as per 11.02(a): one hour at overtime rates, balance of the day at straight time.

Four (4) hour call-in pay as per Article 11.02(a) will apply to items 1 and 2 above.

10 Hour Intermittent Shift

- 7.04 (a) Normally scheduled hours for ten (10) hour intermittent shift workers shall be on the basis of forty (40) hours per week in four consecutive shifts.

Hours of work will be: 8:00 a.m. to 6:00 p.m.
 6:00 p.m. to 4:00 a.m

- (b) In the event that not more than one employee per shift is displaced from Labelling to Packing, he will work on that shift in Packing that is parallel to his shift in Labelling for not more than two weeks.
- (c) In the event that production is reduced by one or two shifts and the reduction is effective Sunday at 8:00 a.m., those affected will be transferred to their assigned shifts.
- (d) In the event that production is reduced by one or two shifts and the reduction takes place after the first shift worked in the week, those

employees so affected will be transferred to the shift in Packing that parallels their shift in Labelling for the remainder of the pay week. At the beginning of the new pay week, they will be posted to their assigned shift.

7.05 Overtime rates will be paid as follows:

- (a) For all time worked prior to or in excess of his assigned ten (10) hour work schedule in any twenty-four (24) hour period that begins with the employee's regular starting time, time and one-half ($1\frac{1}{2}$) times base rate for the first two and one-half ($2\frac{1}{2}$) hours and two times (2x) base rate for the excess hours.
- (b) Time worked on Saturday, other than regular Friday shifts starting earlier than four (4) hours before midnight, time and one-half ($1\frac{1}{2}$) times base rate for the first two (2) hours and two times (2x) base rate for the excess hours.
- (c) Time worked on Sundays, in addition to Sunday premium, time and one-half ($1\frac{1}{2}$) times base rate for the first two and one-half ($2\frac{1}{2}$) hours and two times (2x) base rate for the excess hours.

Twelve Hour Continuous Shift

7.06 Hours of work are: 8:00 a.m. to 8:00 p.m.
8:00 p.m. to 8:00 a.m.

7.07 (a) Any hours worked up to forty-four (44) hours per week to an average of forty (40) hours per week over a full four-shift cycle (eight (8) week period) will be paid at the employee's base rate. For hours worked in excess of forty-four (44) hours per week to an average of forty-two (42) hours per week over a full four-shift cycle (eight (8) week period) shall be paid at the overtime rate of one and one-half ($1\frac{1}{2}$) times his regular base rate, in addition to the Sunday premium. It is understood that reference to the payment of Sunday premium is for hours worked on Sunday as set out in Article 10.03 in the Collective Agreement. Paid holidays listed in Article 12, Lieu Days, Bereavement Leave, Jury Duty, Union Business and emergency lay-off as per Article 28.02 within the long week will be considered as time worked for the calculation of the overtime rate in this Article for any regular full-time employee on a regular continuous shift schedule provided the employee is regularly scheduled to work on the above days.

Vacation as per Article 13 falling within the long week will be considered as time worked for the calculation of the overtime rate in

this Article for any regular full-time employee on continuous shift schedule provided the employee actually works the hours in question.

Hours worked outside the regular shift schedule will not be included for the purpose of calculating hours worked during the long week.

- (b) For all time worked on the employee's scheduled days off, time and one-half (1½) base rate for the first three (3) hours and two times (2x) base rate for all excess hours worked.
- (c) For all time worked prior to or in excess of his assigned twelve (12) hour work schedule in any twenty-four (24) hour period that begins with the employee's regular starting time, time and one-half (1½) base rate for the first three (3) hours and two times (2x) base rate for the excess hours.

7.08

- (a) When temporary replacement of employees is required to move between 8-hour shifts, 10-hour shifts and 12-hour shifts, the Company can give no assurances of equitability in respect of total hours worked during any given pay week by employees due to the effects, directly or indirectly, of temporary replacement between shifts.
- (b) Employees working any combination of 12-hour shifts, 10-hour shifts and 8-hour shifts in one pay week, work more than forty (40) hours in that week, will not be eligible for overtime for those hours so worked in excess of forty (40) nor for compensation for hours less than forty (40). Without limiting the foregoing, the employee's assigned ("Home" Shift) hours will serve as an approximate guide (for those exercising the 24 hour notice option) in determining an employee's eligibility to work any combination of full shifts in any one pay week. Such full shift combinations will under no circumstances result in an employee working more than 48 hours in a week.
- (c) If during the day when a provincial or federal election is held, the Company is forced, in accordance with the provisions of the applicable laws in these instances, to excuse the employees assigned to the 8:00 a.m. to 8:00 p.m. shift so that they can vote, the employees on the following shift (that is 8:00 p.m. to 8:00 a.m.) must, if required by the Company, work at their normal regular hourly base rate during all the hours these employees are thus excused by the Company. Any employee who wishes to take time off to vote must give written notice to the Company at least seven (7) calendar days in advance of election day.

General-Applies to All Shifts

- 7.09 (a) Any proposed changes to an existing shift schedule will be discussed between the Company and the Union. Every effort will be made to reach mutual agreement on the proposed change. If, however, after reasonable discussion, agreement cannot be reached, the proposed schedules may be posted by the Company and become effective subject to the right of the Union to have recourse to the grievance and arbitration procedures.
- (b) Employees required to change to a different shift schedule due to job or shift displacement, successful job posting or transfer requested by an employee shall be given twenty-four (24) hours notice of such change of schedule for eight (8) hour shift workers and a minimum of 12 hours notice for ten (10) and twelve (12) hour shifts and a minimum of an eight (8) hour break between the employee's finishing time and his following starting time. Where proper notice has been given, employees will not be eligible for any overtime or penalties provided in this Article 7 for the first shift.
- (c) Employees transferred due to the return to work of any employee and required to change to a different shift schedule will not be eligible for any overtime or penalties provided in this Article 7. Employees will receive a minimum of an eight (8) hour break between the employee's finishing time and his following starting time for the first shift. An employee being transferred under provision of this Article will be entitled to replace the junior employee on the same shift schedule for the balance of the pay week provided he is able to do the work. A junior employee so replaced shall not be entitled to notice of lay-off as specified in Article 28.01.
- (d) Prior to the payment of any overtime for time worked on the employee's scheduled days off, an employee must have worked his regular shift at straight time in any given pay week. Paid holidays listed in Article 12, lieu days, banked overtime, bereavement leave, jury duty, Union business, paid vacation, and time spent on WCB benefits will be considered as time worked for the purposes of calculating overtime under this Article.
- 7.10 There shall be no pyramiding of overtime payments; payment of overtime as provided for in Article 7 shall not be calculated more than once for the same hour or hours worked.
- 7.11 Voluntary shift exchanges between employees will not result in any additional costs to the Company.

- 7.12 (a) The Company will pay the cost of a regular hot meal (soup, main course, beverage and dessert) with a thirty (30) minute meal period to all employees who work two (2) hours or more authorized overtime. This meal break will be taken at such time as the job permits. An employee who is required to work overtime will be given meal breaks and rest periods in the normal shift sequence and meals will be provided as per above. In addition a fifteen (15) minute rest period will be provided at the beginning of the overtime period, when it is adjacent to a regular shift.

This clause applies to employees who:

1. work continuously beyond their scheduled shift; or,
2. work three (3) hours or more prior to the start of their regular shift; or
3. are called out and have not been notified two (2) hours or more prior to the requested report time.

- (b) An employee is required to work eight (8) hours overtime immediately prior to or past his regular shift, will be provided with a paid meal and meal break of thirty (30) minutes as soon as the job permits, but no later than two and a half (2½) hours into the new shift, and one (1) more paid meal and meal break four (4) hours thereafter. The Company will also provide two (2) rest periods of fifteen (15) minutes during the remainder of the new shift.

- 7.13 (a) When overtime is necessary, the opportunity for same will be equally distributed on an annual basis among the employees as far as is practicable. Subject to legitimate safety considerations, overtime opportunities will be offered initially to employees in the department and classification in which the overtime originates. The opportunity for same will be offered in the following sequence:

- 1) Employees permanently classified in the classification where overtime exists. Labellers will be included with select and pack for the purpose of overtime opportunities.
- 2) Posted backups in the classification.
- 3) Other trained employees working in the same department.
- 4) Other employees.

- (b) Overtime lists are developed and posted at the beginning of each year. Seniority determines the order of listing names and provides the start point each year for overtime distribution. Lowest total overtime hours worked, or overtime hours refused to work in any classification, or non-contact for an offer of overtime hours will be used to determine overtime distribution. When overtime arises in a classification, the person with the lowest total of hours worked/refused shall be called first. The Company agrees to provide a telephone printout and a list of calls made to assist in settling disputes.
- (c) Overtime will be on a voluntary basis. Regardless of this all workers will protect their jobs for one (1) hour into a new shift at overtime rates.
- (d) Newly hired employees are assigned the number of hours of the person in the same classification with the highest number of hours.

7.14 Work on paid holidays will be considered as overtime and will be charged on the overtime distribution list except when the shift is on the employee's regular scheduled work day.

7.15 **BANKED OVERTIME**

- (a) Employees may participate in a banked overtime fund by allocating a minimum of four and one-half (4½) hours of overtime worked in the payweek. Such allocations shall be designated by the employee in writing to the employee's supervisor. Banked overtime funds may be carried over from year to year.
- (b) Banked overtime funds shall not be accrued as a result of regular scheduled overtime or statutory holidays.
- (c) Employees electing to bank overtime pay shall have it banked from their net pay and shall receive their banked funds with no further deductions.
- (d) Time off granted shall be for an employee's full normal shift(s) providing he has the required overtime fund banked, and shall be paid out at his normal net pay as if the employee had worked. An employee may request time off with pay from the employee's accumulated fund upon written request to the employee's supervisor at least one week prior to the date for time off, such time off shall be consistent with the efficient operation of the business.

- (e) An employee may request the withdrawal of funds without time off from the employee's accrued overtime fund at any time, providing such request is in writing to the employee's supervisor. The supervisor will process the request to be paid at the next regular payday provided such request was made seven (7) days prior to such payday.
- (f) Requests for payment shall be paid out in increments of \$100.00 or more or the balance of the employee's overtime fund in the event the amount is less than \$100.00. The balance of the employee's banked overtime fund shall be paid out to the employee on termination of employment with the Company.

ARTICLE 8 - EATING AND REST PERIODS

- 8.01
 - (a) Paid lunch periods for all continuous and intermittent eight (8) hour shift workers of thirty (30) minutes shall be provided. The Company will make provision for lunch relief for continuous shifts, where necessary, in order that lunch breaks commence no earlier than three (3) hours after the start of the shift and will be completed no later than five and a half (5½) hours after the start of the shift. It is acknowledged that unforeseen factors may affect the operation of this lunch relief system.
 - (b) Employees on the ten (10) hour shift schedule will be provided a total of seventy-five (75) minutes for lunch and rest periods per shift.
 - (c) Employees on twelve (12) hour shift schedule will be provided a total of ninety (90) minutes for lunch and rest periods per shift.
- 8.02 Lunch periods without pay of thirty (30) minutes shall be provided for day workers.
- 8.03 Paid rest period of fifteen (15) minutes twice per shift shall be provided for eight (8) hour workers. As a general rule, employees will not be directed to take paid rest periods within the first hour and one-half of a regular shift. It is acknowledged that unforeseen factors may affect the operation of the relief system.
- 8.04 Wash-up time will not be a specific time allowance, but will be provided in cases where its need is obvious.

ARTICLE 9 - CLASSIFICATION AND WAGE RATES

- 9.01 For various classifications, wage rates shall be as shown in Appendix "A". For new employees, "start rates" apply for a period of ninety (90) days worked and then the employee will receive the three month rate.
- 9.02 An employee who is assigned to another classification shall receive the training and wages pertaining to the classification in accordance with the terms of the agreement.
- (a) When an employee is required to perform work in a higher classification than his own he shall receive the higher rate of pay.
 - (b) Employees who are required to substitute on a lower paid job for reasons other than lay-off or displacement, shall receive their regular hourly rate of pay according to their classification.
 - (c) In the case of transfer due to lay-off of less than five (5) days or colour change, an individual's hourly rate will be maintained, provided he is not laid off and then recalled during the above lay-off periods. In all other cases of transfer due to lay-off, the prevailing rate for the job to which the employee is transferred will apply.
- 9.03 Employees will be paid by direct bank deposit on a weekly basis every Thursday into the financial institution of the employee's choice. An itemized payroll statement will be made available every Thursday between 7:30 and 8:30 a.m. showing total hours worked and paid for, rate of wages applicable, total overtime hours worked and rate of pay and all deductions made from gross amount of wages. Deductions by the Company will be made only with an employee's consent, except where otherwise provided by the Employment Standards Act. Running totals throughout the tax year will be provided.

ARTICLE 10 - PREMIUM RATES

- 10.01 Premiums as described in this Article 10 are considered to be in addition to all other earnings for hours worked and are not included in the hourly rate for purposes of calculating overtime payments.
- 10.02 The employees regular scheduled shift determines the shift premium to be paid for continuous hours worked before or after that shift.
- Where an employee works a full additional shift in addition to his regular scheduled shift, he shall be paid the shift premium applicable to that additional shift.

- (a) Employees scheduled to work the 3:00 to 11:00 p.m. shift or the 4:00 to 12:00 p.m. shift shall receive twenty-five cents (25¢) while working on that shift.
- (b) Employees scheduled to work the 11:00 p.m. to 7:00 a.m. shift or the 12:00 to 8:00 a.m. shift shall receive thirty-six cents (36¢) while working on that shift.
- (c) Employees scheduled to work the 6:00 p.m. to 4:00 a.m. shift shall receive thirty cents (30¢) for all hours while working on that shift.
- (d) Employees scheduled to work the 8:00 p.m. to 8:00 a.m. shift shall receive forty-five cents (45¢) for all hours while working on that shift.

10.03 Sunday Premium

- (a) A premium of one-half ($\frac{1}{2}$) times regular hours base rate will be paid for all hours worked on Sunday, in addition to any other earnings to which an employee is entitled.
- (b) Sunday premium rates shall be calculated on the basis of the employee's hourly rate, exclusive of any other premiums.

10.04 Where the Company requires an employee to be trained, an employee may be directed by the supervisor to train another employee. Each employee so directed shall receive fifty cents (50¢) per hour or part of an hour thereof in addition to all other earnings. It is recognized that trainees posted into a new job for the first time (permanent or back-up) will be additional to the work compliment during the training period prescribed by management for the position as outlined in the job book. Under all other circumstances, trainees may/may not be additional as determined by management.

10.05 All training scheduled by the Company for necessary upgrading is compulsory and will be paid at time and one half ($1\frac{1}{2}x$) if an employee is required to come in on overtime. Attendance at such training is mandatory except if scheduled to occur immediately (without interruption) prior to or following an employee's regular shift of work. Under this latter circumstance, attendance will be by mutual agreement between an employee and his supervisor. The Company would agree to give one (1) week notice in writing for mandatory training.

ARTICLE 11 - REPORTING AND CALL-IN ALLOWANCE

11.01 (a) If an employee reports to work at the regularly scheduled time for his shift, he shall be entitled to a minimum of four (4) hours pay at his regular hourly base rate, unless previously notified by the Company

not to report to work. This provision will not apply in the case of power or gas failure.

- (b) Should the Company have made a reasonable effort to contact an employee at the employee's home address or phone number to not report to work, and the employee reports to work at the regularly scheduled time for his shift without having been so notified, he shall be entitled to a minimum of two (2) hours pay at his regular hourly base rate. However, should the Company be advised at the time that a message cannot be conveyed to the employee, 11.01(a) will apply.

11.02 (a) Employees who are called in outside of their regularly assigned hours will receive no less than four (4) hours at the applicable overtime rate. The provisions of this clause do not apply if the employee begins to work one (1) hour or less before the regular shift.

- (b) Employees who are asked (prior to completing their last regularly scheduled shift) to work outside of their assigned work schedule, will receive no less than four (4) hours at the applicable overtime rate. The provisions of this clause do not apply if the period for which the employee is required either immediately precedes or immediately follows a regular shift without interruption.

11.03 (a) If an employee finds he will not be able to report for work, he shall, as soon as possible make every reasonable effort to notify the Supervisor or security guard prior to his scheduled starting, or in the case of an emergency, as soon as possible thereafter. Upon notifying the Supervisor or a security guard, the employee will give the reason for his absence.

- (b) When an eight (8) or twelve (12) hour shift employee has been absent for twenty-four (24) work hours, or a ten (10) hour shift employee has been absent for twenty (20) work hours, he shall give the Company at least eight (8) hours notice of his intent to return. When an eight (8) or twelve (12) hour shift employee has been absent for less than twenty-four (24) work hours, or a ten (10) hour shift employee has been absent for less than twenty (20) work hours, he shall give the Company at least four (4) hours notice of his intent to return. If he fails to give the required notice and a replacement has been obtained, he may forfeit his right to work that shift.

ARTICLE 12 - PAID HOLIDAYS

12.01 (a) Subject to the other provisions of this Article, each employee will receive eight (8) hours pay at his normal regular hourly base rate for each of the following holidays:

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

- (b) An employee required to work on any of the above named holidays shall be paid at the rate of double (2x) his regular straight time hourly rate in addition to his holiday pay. Where an employee is eligible to receive statutory holiday pay and does not work the statutory holiday in question, the hourly rate to be paid for that statutory holiday is the basic straight-time rate of pay the employee received for the day immediately prior to the statutory holiday.
- (c) Upon written request at least one week prior to the holiday, an eight (8) hour employee may defer any of the Paid Holidays that occur on his regularly scheduled days off. The holiday will be taken at a mutually agreeable date but not later than twelve (12) months from the date of the original deferred holiday, subject to Article 12.01.
- (d) Employees on ten (10) and twelve (12) hour shifts will be permitted to accumulate a maximum of ninety-six (96) hours in the lieu day bank. Any hours in excess will be paid out as earned.
- (e) Lieu days may be taken in conjunction with annual vacation only if so scheduled and approved in advance and consistent with Article 13.07. Furthermore, it is agreed there is a general prohibition against lieu days being taken with annual vacation during the period June 15 through September 15 of each year. However, an employee may request a lieu day(s) with vacation during the above period and the request will receive consideration under only the most extraordinary of circumstances, and provided such request is submitted in writing to the employee's supervisor reasonably in advance of the date in question. Requests for lieu day(s) will be answered by the supervisor within two (2) weeks of the request being made.

12.02 The above-mentioned holidays shall be observed for a period of twenty-four (24) hours from 8:00 a.m. on the day proclaimed as a holiday.

12.03 Only those employees who have completed thirty (30) calendar days with the Company will be eligible for payment for paid holidays not worked.

- 12.04 Each employee to qualify for Paid Holiday pay must work their regularly scheduled shift immediately preceding and immediately following the holiday. However, under the following special circumstances an employee will also qualify.
- (a) If the employee was absent from his regular shift preceding or following the holiday/grouped holidays because of certified illness, lay-off, bereavement leave, jury duty, lieu days, non-compensable injury or other reasons acceptable to the Company, providing the employee has worked within the thirty (30) calendar day period preceding the holiday. In the case of certified illness, a doctor's certificate must be provided within one calendar week of returning to work in order to qualify for eligibility under this clause.
 - (b) If on authorized leave of absence of not more than seven (7) days during which the holiday is recognized and having complied with other standard requirements.
- 12.05 Paid holiday production work will be on a voluntary basis and will be assigned by seniority on the employees' regular shifts only, provided employees are competent to perform the work available without any training. Remaining vacancies will be filled on a voluntary basis from other shifts by seniority, provided employees are competent to perform the work available without any training. In the event that vacancies cannot be filled voluntarily, the remainder shall be filled on a compulsory basis using reverse seniority and ability. Vacancies cannot be filled on a compulsory basis within the December 24, 25, 26 holiday group. Employees scheduled to work on the holiday will be notified by the Supervisor at least forty-eight (48) hours before the holiday. Paid holiday production schedule will be posted on Company bulletin boards.
- 12.06 (a) Employees required to work on paid holidays to maintain the plant (e.g. furnace attendants, cullet attendants, power house attendants, shift workout persons) shall be permitted to accumulate days with pay in lieu of paid holidays and these accumulated days can be taken at a mutually convenient time either on a singular basis or in conjunction with the employee's annual vacation subject to Clause 12.01. Consideration will be given to employee's requests to be excused from working on paid holidays if a suitable replacement is available on the shift and the replacement agrees in advance to work the holiday. Should a replacement not be available on the shift, suitable replacements from other shifts may be considered by the Supervisor, provided such replacement would result in no additional cost to the Company. Such replacements will be limited to those in the respective permanent classification and to those in the respective

posted back-up category. Employees requesting to be excused from working on paid holidays shall notify the Company in writing at least four (4) weeks in advance. The Company agrees to notify the employee of the decision at least one (1) week in advance of the paid holiday. Shift Workout Persons and Shift Technicians may be required to work the shift before the plant start-up to ensure effective start-up of the plant. Those employees required to work a portion of their paid holiday group at Christmas, namely December 24, 25 and 26, will be permitted to accumulate lieu days not only for the portion they work, but also for that portion of the group paid holidays they do not work. Those employees whose shift is not scheduled for any portion of the group of paid holidays are not permitted to accumulate lieu days.

- (b) Employees who work on paid holidays shall be permitted to accumulate days with pay in lieu of paid holidays, and these accumulated days can be taken at a mutually convenient time either on a singular basis or in conjunction with the employee's annual vacation subject to Clause 12.01.

ARTICLE 13 - VACATION WITH PAY

13.01 For day workers, a week's vacation will be five (5) consecutive calendar days commencing with Monday (i.e. Monday Friday).

For continuous ten (10) and twelve (12) hour shift workers a week's vacation will be a block of four (4) consecutive calendar days commencing with the first regularly scheduled day shift (ie: 8:00 a.m. - 8:00 p.m.).

13.02 An employee will be entitled to annual vacation as set out in the following formula:

- (1) 2 weeks after one (1) year of service, 4.5% of the employee's previous year's earnings.
- (2) 3 weeks after four (4) years of service 7.5% of the employee's previous year's earnings.
- (3) 4 weeks after twelve (12) years of service, 9.5% of the employee's previous year's earnings.
- (4) 5 weeks after twenty-two (22) years of service, 12.0% of the employee's previous year's earnings.
- (5) 6 weeks after thirty (30) years of service, 13.5% of the employee's previous year's earnings.

13.03 Vacation pay will be based on the employee's gross earnings, including Workers' Compensation and Weekly

Indemnity Benefits, for the period of employment in the previous calendar year.

- 13.04 All vacations must be taken no later than the end of the calendar year in which the employee is entitled to it. Employees on vacation will only be allowed to work when all other avenues for overtime have been exhausted. If an employee works during his vacation he will have to take the equivalent amount of time off.
- 13.05 Employees off work because of sickness, injury or lay-off may, upon request to the Human Resources Department, receive vacation pay in lieu of vacation.
- 13.06 Pay for annual vacation shall be made by separate cheque on the pay day one week prior to the employee's annual vacation, providing the vacation has been scheduled at least three (3) weeks in advance. Vacation pay shall be paid in an amount appropriate to the length of the annual vacation to be taken at the time. Should an employee ask to cancel his vacation after the receipt of vacation pay, the vacation will either be taken as scheduled or the vacation pay will be immediately returned to the Company. Unavoidable and extraordinary circumstances will be given consideration by the Company.
- 13.07 (a) The number of people who may be absent on vacation at any one time, in any one classification or shift, will be determined depending on the production requirements. As well, annual vacations during the peak vacation period are limited to the capacity of the posted back-up system to accommodate such absences. Based on this, starting with the most senior plant employees within the department, employees will be given a reasonable opportunity prior to April first (1st) of each year to indicate their choice of vacation period and within a maximum of one (1) month, they will receive confirmation of approved vacations.
- (b) Once an employee's vacation date has been established, the Company agrees that it will not change this date without giving the employee at least one (1) month's notice of such change with the reason, except by mutual agreement. This notice will not be required in the case of an employee who successfully bids on a permanent job after the April first (1st) vacation reservation date. Such transferred employees may be required to take last choice of vacations in their new department.
- (c) Employees who have not scheduled their vacations by October 1 will be required to select vacations on a seniority basis from the available time periods.

The supervisor will assign vacations for those who have not arranged a suitable schedule. Employees are not permitted to cancel vacations after October 1 unless an alternate period is available prior to year end.

13.08 All deductions normally made from an employee's regular pay shall be deducted from the employee's vacation pay.

13.09 During a plant shutdown for vacation purposes during the summer school vacation period, management retains the right to decide which employees will be required to work. However, the Company will respect the preference of the employee in order of descending departmental seniority, providing he or the remaining employee is able to perform the work required.

13.10 An employee upon leaving the Company's service shall receive vacation pay earned during his previous and current vacation period provided he has not already received vacation pay for either of these periods.

13.11 (a) (Eight (8) hour worker) When a paid holiday falls within an employee's vacation period, the employee shall be permitted to accumulate a day with pay in lieu of the paid holiday and this accumulated day can be taken in conjunction with the employee's annual vacation or singularly at a mutually convenient time within the following twelve (12) month period.

(b) (Ten (10) hour and twelve (12) hour worker) When a paid holiday falls on a regular vacation day which would have been the employee's day of work, he will be permitted to accumulate a day with pay in lieu (eight (8) hours only). Should the paid holiday fall on a day which would have been the employee's regular day off, the paid holiday will be paid out (eight (8) hours only). For the Christmas period, only the maximum number of employees normally permitted to take vacation at one time will be entitled to accumulate lieu days, i.e. employees who are granted vacations in excess of normally permitted vacation levels will not be permitted to accumulate lieu days. Lieu days will be taken in units of ten (10) or twelve (12) hours.

ARTICLE 14 - SAFETY AND HEALTH

14.01 (a) The Company and the Union agree that conditions in the plant should, as far as possible,

be such as to provide for the safety, health and welfare of employees, cleanliness of the plant and protection of Company and employee property.

- (b) A Safety and Health Committee will be appointed consisting of four (4) members appointed by the Company and four (4) members appointed by the Union. The committee's function will be to promote safety and industrial hygiene in the plant. It shall make regular inspections of the plant and equipment and hold regular meetings.

14.02 It is not the policy of management to require an employee to work under unsafe conditions. Being a factual question, each case must be decided on its merits, but in general, an employee who justifiably refuses to work under unsafe conditions shall not be subject to discipline.

14.03 The Company agrees to make reasonable and proper provision for the maintenance of high standards of health and safety in the work place. The Company shall comply with applicable federal and provincial and municipal health and safety legislation and regulations.

14.04 Where the nature of the work or working conditions so requires all necessary safety equipment and other protective devices shall be provided and maintained by the Company. The Union representative will co-operate with the Company to ensure that all members abide by all safety precautions.

14.05 The Company agrees to consider recommendations from the Plant Safety Committee concerning areas to be posted.

14.06 The Company shall not unreasonably withhold information required by the Plant Safety Committee in the carrying out of its function as a committee.

14.07 The Company agrees to give the employee, who is the subject of a safety investigation, a hard copy of the report for his signature indicating his agreement or disagreement. A copy of the report will also be given to the Union.

ARTICLE 15 - HEALTH & WELFARE

15.01 Employees injured at the plant and sent home by a Company official (including the Company Nurse or Doctor) shall be paid his normal earnings for the balance of their shift.

15.02 Employees injured at the plant and removed from their regular job shall be paid his normal earnings for the balance of their shift.

15.03 The Company will provide free transportation to nearest hospital, doctor, or the employee's residence, for any employee who is required to leave work and is unable to drive himself because of sickness or accident.

15.04 (a) The Company shall pay 100% of the premium costs and provide for each employee and their dependents when eligible the following Health and Welfare Program:

1. Medical Services Plan of British Columbia;
2. Group Life Insurance for employees of \$50,000 or 2x base rate x 2100 hours to a maximum of \$80,000, whichever is greater. Retirees under the Company pension plan will be provided with \$3,000 of Life Insurance;
3. Accidental Death and Dismemberment of \$40,000 for employees;
4. A Weekly Indemnity benefit amounting to 66% of the base hourly rate to the EI maximum benefit for absence due to a non-occupational injury commencing on the first day and for illness on the fourth calendar day providing the fourth day is the employee's work day and on the first day of hospitalization, for a maximum of twenty-six (26) weeks. For Example: Base hourly rate x average work week x 66% = Benefit to EI maximum benefit.

Upon claim approval by the insurance carrier, should the employee's weekly indemnity cheque be delayed by more than ten (10) days, the Company using the carrier's cheques, will issue the first/second weekly indemnity cheque.

5. A dental plan based on the previous year's fee schedule of the British Columbia Dental Association. This fee schedule will change from year to year as published by the British Columbia Dental Association. Reimbursement on the following levels:
 - Plan "A" - Basic. 80% Reimbursement.
 - Plan "B" - Major Restorative. 60% Reimbursement.

Plan "C" - Orthodontia. 50% Reimbursement. Lifetime maximum per patient \$1500. Plan "C" coverage is for employees and eligible dependents.

6. Extended Health Benefits (Major Medical) designed to supplement the Government Plan in the payment of medical bills, services and supplies. Employees to be issued a Direct Payment Drug Card to cover costs at 100% of eligible expenses. There will be a deductible of \$25.00 for employees without dependant and \$50.00 for family coverage.
 7. Vision Care coverage to be included into the extended health benefit program on the following basis:

Eyeglasses or contact lenses and including eye exams with a maximum limit of \$175.00 for each covered individual every 24 consecutive months; every 12 consecutive months for children under 18 years of age.
 8. Long Term Disability: For non-occupational, permanent and total disability in the employees own occupation (from six (6) months from date of disability {after Weekly Indemnity benefits coverage cease}) for a maximum of 24 months and thereafter permanent and total disability in any occupation; \$1,250.00 per month for each calendar month of disability.

The benefit to become effective following the receipt by the employee of the maximum non-occupational weekly indemnity payments. The long-term disability benefits will not continue beyond the 65th birthday of an employee.
 9. Physiotherapy increased to a maximum of \$150.00 per disability per calendar year.
- (b) The above list of benefits will be administered according to the terms of Company's insurance contracts and a copy of such insurance contracts will be provided to the Union.
 - (c) Both parties to this Agreement desire to provide all employees covered by this plan with an adequate level of protection. However, both parties, agree

that the cost of these services can only be maintained at a reasonable level through an effective claims control program and that this program of necessity will require the complete co-operation of both the employees and the Union to ensure against excessive claims, and duplication of coverage, etc.

(d) The following are the eligibility rules for coverage of the above benefits:

(1) New Employees:

First of the month following completion of sixty (60) days worked.

(2) Illness or Accident:

Employees off due to illness or accident will have the following benefits paid for a maximum of 52 weeks, and employees off work under the Company's LTD coverage will also qualify for the following paid benefits:

- Life Insurance
- A D & D
- M.S.P.
- E.H.B. including vision care.

Employees on maternity leave of absence will receive the above benefits for a period of 6 months.

(3) Lay-Off:

In the event that an employee is laid off, eligibility for Weekly Indemnity coverage will cease 7 days from date of layoff and will be reactivated when the employee returns to work.

In the event that an employee is laid off with a known return to work date (defined layoff), Weekly Indemnity and all other Benefits will be reactivated on the previously established return to work date, whether or not the employee has actively returned to work. This would apply if an employee is unable to return to work on the previously established return to work date, due to illness or non-occupational injury.

Employees on lay-off will receive coverage until the first of the month following one month of lay-off for:

- Life Insurance

- A D & D
- M.S.P.
- E.H.B. including vision care.
- Dental.

Upon resumption of employment after lay-off the employee will qualify for benefits effective the first working day.

- (4) Retirement (age 60 to 65):
B.C. Medical and Extended Health Care coverage will be provided to retirees and their spouses during this period (i.e.: age 60 to 65), but will cease on the retiree's 65th birthday or upon termination of the retiree's pension plan whichever shall occur first.
- (5) Termination:
Benefits cease on the last day of work.
- (6) Employees who have activated a weekly indemnity claim or a LTD claim prior to April 1, 1985 will be the responsibility of the previous carrier for the duration of the claim.

15.05 An employee injured on the job, incapable of performing the job he held before his injury and declared permanently partially disabled by the WCB, shall retain his rights under Article 23. These employees may elect to receive severance not to exceed four (4) months.

15.06 The Company will pay up to \$20.00 for medical claim forms required by the Insurance Carrier on the second and subsequent requests related to the same claim.

15.07 There will be no changes to the benefit coverage during the life of this agreement.

ARTICLE 16 - BEREAVEMENT

16.01 Employees will be entitled to 24 Hours pay for absence due to the death in the immediate family or death of those falling within the categories of: Mother, Father, Husband, Wife, Child, Legal Common-Law Husband, Legal Common-Law Wife, Brother, Sister, Brother-in-law, Sister-in-law, Mother-in-law, Father-in-law, Grandmother, Grandfather, Grandchildren, Stepfather, Stepmother, Stepchild. Payment will be made for three (3) consecutive days to arrange and/or attend the funeral/memorial service. Payment will not be made for any days the employee is not scheduled to work.

ARTICLE 17 - JURY AND/OR WITNESS DUTY

- 17.01 (a) Employees called for Jury Duty or subpoenaed as a Crown Witness will be paid the difference between their hourly base rate of wages for their normally scheduled hours and the amount paid by the Court. Hours so paid will be considered as time worked for the calculation of the premium rate in Article 7.
- (b) Shift work employees required to attend Jury or Witness Duty on a day that does not give them an eight (8) hour rest break prior to or after reporting for Jury or Witness Duty, shall not be required to work that shift and shall be paid for regular time lost.

ARTICLE 18 - PROBATIONARY EMPLOYEES

- 18.01 The probationary period for newly hired employees will be seventy (70) shifts worked. During this time, the Company is to assess their suitability for regular employment. Upon completion of this probationary period, the employee will be placed on the plant seniority list (his seniority date will be back-dated to his first (1st) day actually worked as a probationary employee) and will become a regular employee.
- 18.02 A probationary employee list will be kept. Names of newly hired employees will be placed on this list after their first day of work, and they will be offered work opportunities based on the order of their start date, subject to their availability. The Union shall be notified in writing of the start date of new employees.
- 18.03 It is understood that a probationary employee may be discharged for reasons less serious than might justify the discharge of a regular employee who has acquired seniority. For example, in order to be allowed to complete the probationary period, the probationary employee must:
1. meet the Company's standard medical requirements,
 2. demonstrate capability of performing the work required,
 3. be able to work in harmony with other personnel,
 4. be reasonably available for work when called consistent with the work opportunity,
 5. co-operate and observe Company regulations including safety and health.

18.04 If a probationary employee is to be discharged, he will be advised by the Company, in the presence of the Shop Steward, of the reasons for his discharge.

ARTICLE 19 - SENIORITY

19.01 (a) A new employee shall be termed probationary and shall be placed on the seniority list as per Article 18.

(b) Contingent upon successful completion of the probationary period, plant seniority is defined as length of service in the bargaining unit from the most recent date of hire. The seniority date will be back-dated to the employee's first (1st) day actually worked. For those employees hired on the same day, the order of seniority will be determined with the lower clock number meaning greater seniority.

19.02 A plant wide seniority list, to include seniority date and position, shall be posted on the Plant Bulletin Board. This list will be maintained on a monthly basis and the Union will be provided with eleven (11) copies.

19.03 (a) An employee promoted to a position outside the bargaining unit shall retain the right to:

1. return to his former job in the bargaining unit for a period of three (3) months; and
2. return to the bargaining unit for a period of two (2) years but will not accumulate seniority for this period.

(b) The Chief Steward will be advised in cases where an employee is appointed by the Company to a relief Supervisor or lead hand position for a period exceeding three (3) days. In the event of such appointments, the Chief Steward and Personnel Officer will meet briefly with the relief Supervisor or lead hand to clarify his role.

19.04 An employee shall continue to accumulate seniority subject to Article 20.01.

19.05 **Trades Seniority:** In order that fair and equitable recognition can be achieved by the trades employees concerning their years of service, and to ensure equitable job security, the parties agree to adopt the following principles regarding trade seniority.

All present employees shall maintain and accrue seniority in accordance with the present provisions of the Collective Agreement and shall not suffer any loss as a result of this Article.

Any new position(s) created within the recognized trades working in the plant shall be filled in the following manner:

- New trades persons or new apprentices hired from outside the Company shall have seniority rights as outlined in the Collective Agreement.
- Any employee of the Company who is a member of the bargaining unit, who is posted to a position within the recognized trades, including an apprentice, shall maintain and accrue overall plant seniority for the purpose of vacations and benefits within this agreement except as herein provided.
- Such employee shall accrue trades seniority from the first day of his posting or the first day of apprenticeship and shall exercise trades seniority within the trades only for the purposes of job posting, layoff or displacement and/or recall.
- Should an employee from within the trades group choose to exercise their overall plant seniority outside of the recognized trades, that employee may only return to a trades position when an opening is created and shall then continue to accrue seniority from that day forward.

ARTICLE 20 - LOSS OF SENIORITY

20.01 An employee shall lose all his seniority and his employment rights shall be terminated if he:

- (a) Voluntarily quits the employ of the Company.
- (b) Is discharged and such discharge is not reversed through grievance or arbitration procedures.
- (c) **Eight (8) and Ten (10) Hour Workers**
Is absent from work for three (3) consecutive working days without reporting to the Company within that time giving a reason for his absence satisfactory to the Company. Exceptional cases may be given consideration. The Chief Steward or if absent, any Steward will be notified at least

twenty-four (24) hours prior to the Company exercising its discretion under this section.

Twelve (12) Hour Workers

Is absent from work for two (2) consecutive working days without reporting to the Company within that time giving a reason for his absence satisfactory to the Company. Exceptional cases may be given consideration. The Chief Steward or if absent, any Steward will be notified at least twenty-four (24) hours prior to the Company exercising its discretion under this section.

- (d) Laid-off employees will be contacted by telephone for work opportunities. If an employee cannot be contacted for 2 consecutive working days (excluding scheduled days off), the Company will notify the shift steward. If the employee cannot be contacted for 4 consecutive working days (excluding scheduled days off), the employee shall be terminated. Exceptional circumstances directly beyond the employee's control may be given consideration.
 - (e) (1) has been laid-off for more than twelve (12) consecutive months if at the time of lay-off the employee has less than three (3) years of seniority; OR
 - (2) has been laid-off for more than eighteen (18) consecutive months if at time of lay-off the employee has three (3) years or more of seniority.
 - (f) Accepts employment elsewhere without the written consent of the Company, which interferes with his obligation to be available for work with the Company, or; accepts employment elsewhere without the written consent of the Company while on leave of absence.
- 20.02 (a) It shall be the duty of employees to notify the Company and the Union in writing of any change of address and if an employee should fail to do this, the Company will not be responsible for failure of the notice to reach the said employee.
- (b) Employees on long term layoff who will not be at the above noted address for an extended period of time shall notify the Company of their expected date of return.

ARTICLE 21 - LEAVE OF ABSENCE

- 21.01 (a) Every application for a leave of absence in excess of four (4) days for shift workers or five (5) days for day workers must be submitted in writing to the Company. The Company will notify the applicant and the Chief Steward in writing of any leave of absence that is granted. Seniority will continue to accumulate during an approved leave of absence.
- (b) An employee may be granted a leave of absence without pay for a legitimate personal reason.
- (c) (i) Any female employee will be granted a pregnancy leave of absence of twelve (12) months duration if she applies at least two (2) weeks prior to the leave of absence. Her seniority will be accumulated provided she has at least twelve (12) months plant seniority at the start of the leave.
- (ii) Parental leave will be granted for three months for both natural or adoptive parents while they are caring for a newborn or adopted child. In the case where both parents are employees, only one will be eligible for this leave. Benefits as described in Article 15 will not be available to those employees taking this leave of absence.
- 21.02 (a) Provided that their absence does not result in any hindrance of operations, a maximum of two (2) employees per department up to a total of eleven (11) employees will be granted "Leave of Absence" for official Union business. Written requests should be submitted at least seven (7) days in advance of the date of commencement of such a leave if at all possible.
- (b) The Company shall grant a leave of absence without pay of not more than five (5) years duration to no more than one (1) member of the bargaining unit at any one (1) time, for the purpose of working full time for the Local Union or any of its affiliates. An employee granted a leave of absence under this clause shall accumulate his seniority.
- (c) For an Executive Board member and/or Chief Shop Steward of the Local, the written provision of 21.01 (a) will be waived where it can be shown that official Union duties arose on short notice, i.e. forewarning of twenty-four (24) hours or less.

21.03 For any leaves of absence granted under this Article 21, an employee shall, for a period of up to one (1) year, retain the right to return to his former job.

ARTICLE 22 - APPRENTICESHIP PROGRAMME

22.01 The administration of an apprenticeship program and the selection and employment of trades apprentices will be managed and determined by the Company consistent with the Company's overall objectives.

22.02 The ratio of apprentices to tradesmen shall not exceed one (1) apprentice to each qualified tradesman. In the event of a plant wide lay-off, apprentices shall be protected up to the point where it becomes necessary to lay off or displace tradesmen. Apprentices will then be laid off by seniority within their respective trade groups before laying off/displacing tradesmen.

22.03 Persons selected for an apprenticeship will be on probation throughout the apprenticeship program. Unsuccessful completion of any portion of the apprenticeship program after two (2) attempts, will result in automatic termination of the employee's apprenticeship. Where the apprenticeship is terminated for an employee who was employed at the plant prior to his selection as an apprentice, he will return to his previous job if such termination occurs within one year of his selection. He will revert to Group 1 in the event his apprenticeship is terminated beyond one year after his selection. Where the apprenticeship is terminated for a person who was not employed at the plant prior to his selection as an apprentice, he will be terminated.

22.04 Upon selection as an apprentice, the apprentice must continue to meet all requirements of the B.C. Apprenticeship Act.

22.05 The rate structure for a standard apprenticeship is as follows:

Start	75% of certified trade's rate
6 months	78% of certified trade's rate
12 months	81% of certified trade's rate
18 months	84% of certified trade's rate
24 months	88% of certified trade's rate
30 months	91% of certified trade's rate
36 months	94% of certified trade's rate
42 months	97% of certified trade's rate
48 months	100% of certified trade's rate.

22.06 The Company will pay the difference between the employee's regular straight time rate and any applicable Canada Manpower grant as well as a living-away-from-home allowance of one hundred and fifty dollars (\$150.00) per week for the apprentices while they are attending the apprenticeship training in an approved vocational school, as required by the Apprenticeship Branch.

22.07 The senior employee who has completed his apprenticeship training will automatically be assigned, seniority permitting, to the next appropriate permanent vacancy without the necessity of reference to Article 23. If this employee has not been assigned to a permanent vacancy in his trade within one year of completing his apprenticeship training, he will be transferred to Group 1 and the next apprentice will be posted at that time. This employee will be the designated relief for his respective trade, and will be eligible to relieve in his trade despite any subsequent permanent or temporary transfers until he is permanently assigned to Group 13.

This tradesman will be governed by Article 22.02 while working in Group 1 (i.e. this tradesman will select/pack until it becomes necessary to lay off tradesmen).

ARTICLE 23 - PERMANENT JOBS

23.01 Vacancies and new positions classified as permanent will be filled from the job book. If for some reason, a permanent vacancy is not to be filled the Union will be so notified in writing, together with the basic reason, within five (5) working days of the position being vacated. This time limit may be extended by mutual agreement of the parties.

23.02 (a) The Company will maintain and administrate a job book wherein each job shall be listed and to which any employee may sign his name. In the event of openings defined in 23.01, an employee's signature in the job book shall be deemed to be his application for that job for which he has signed. The applicant must accept or decline immediately upon being contacted for a job. Indecision will be deemed a declined opportunity.

(b) Pursuant to 23.02(a), should any employee decline three (3) jobs for which he has applied within a twelve-month period, he will automatically be limited to applying for no more than two (2) positions for a period of one year.

- (c) The job book will be set up utilizing the current job requirements in use. Consideration will be given to suggestions the Union may have regarding these requirements. The Union will be notified in advance of any future changes or additions to the job requirements.
 - (d) The Company will give consideration to written requests to the Human Resources Department from employees who wish to transfer into the Select & Packer position. Employees transferring into the Select and Packer position within the terms of this Article 23.02(c) will not be eligible for any job vacancies, other than those involving a promotion within his department, for a period of thirty (30) working days.
 - (e) Permanent openings shall be filled on the basis of seniority, providing the employee's ability is sufficient to perform the duties required. It is understood, however, that if positions in Groups 4 to 13 inclusive are to be filled, seniority and the ability to meet the requirements of the job shall be the governing factors, with the exception of 23.03.
- 23.03 (a) Openings within the line of progression shall be filled by the senior employee in the next lower job, provided he has the ability to meet the requirements of the job and provided he has placed his signature in the job book. If no employee in that line of progression is available, the position will be filled as per 23.02. The lines of progression are:
1. I.S. Machine Operator to Workout Person.
 2. Ware Inspector to Day Inspector.
 1. LTO or LTOC to Warehouse Attendant.
- 23.04 Any openings unfilled under this Article may be filled by a new employee.
- 23.05 (a) The Company shall post on the bulletin board the name of the successful applicant and the position for which he had applied within five (5) days of his selection.
- (b) An unsuccessful applicant may, within seven (7) days after the selection is made, request in writing reasons why he was not selected for the position. The Company shall reply in writing to his request within a further seven (7) days.

- 23.06 The successful applicant and/or new employee shall be given reasonable instructions regarding the job for which he has applied and will be allowed a reasonable training period. He shall be notified every two weeks of his progress as determined by his supervisor, and may be returned to his former position by the Company within three (3) months due to unsatisfactory progress.
- 23.07 (a) It is understood that if the employee wishes to revert to his former position, he must do so within sixty (60) hours worked from the date of transfer to his new job. The initial classroom training and/or the prescribed on-the-job training shall be excluded from this time period.
- (b) The operation of Article 23.07(a) does not include employees selected for the General Labourer position (except where Select and Packers may be permanently selected for the General Labourer position).
- (c) Notwithstanding Article 23.10, an employee reverting to his former position under 23.07(a) on one (1) occasion within a twelve (12) month period, will not be eligible for any job vacancies for a period of one year.
- 23.08 An employee, who for any reason (excluding annual vacation, lay-off or compensable injury) is absent for a period exceeding thirty (30) days during which time a vacancy occurs, will be considered ineligible for the particular job vacancy, unless the employee returns to work no later than seven (7) calendar days prior to training, is the senior qualified applicant and had previously signed the job book.
- 23.09 The job book will operate on a calendar year basis and employees will be required to reaffirm, by signature, their continuing interest in a particular job from December 1st of each year.
- 23.10 An employee once successful in a job under Article 23 may not be eligible for any job vacancies, other than those involving a promotion within his department, for a period of six (6) months. Reference to "once successful" applies when an employee commences training for the job. Should he revert to his former position under 23.07(a), he is still deemed to have been successful. However, if the employee is returned to his earlier job under 23.06, then he is not considered to have been successful. Furthermore, an employee is not considered successful

until he commences training. Current employees who have applied for a job in the job book will be considered before a newly-hired employee is appointed to the position.

- 23.11 For the purpose of the Collective Agreement as a whole, departments are defined as:

Distribution	Maintenance
Batch and Furnace	Forming
Mould Repair	
First Aid [First Aid Attendants ("A" only)]	

Packing and Carton Assembly and Labelling are considered as one department.
Maintenance and Stores are considered as one department.

ARTICLE 24 -TEMPORARY PROMOTIONS

- 24.01 (a) Employees in Group 1, who wish to be considered for a posted back-up position, must place their name in the job book. When a position is to be filled, applicants will be selected by plant seniority and assigned to the shift where the vacant backup position exists and will hold the job until they resign from it. Appropriate training will be provided. The applicant must accept or decline immediately upon being contacted for a job, or it will be assumed as a decline. An employee may hold only one relief position. The need for posted backups in classifications where none currently exist will be determined by the Company. An employee does not have to give up an existing backup posting until training commences.
- (2) Pursuant to Article 24.01(a), should any employee within a twelve month period:
1. Resign from two (2) jobs for which he is/was the successful applicant; or
 2. Decline three (3) jobs for which he has applied, he then will be ineligible for another posted relief position for a period of one (1) year.
- (3) Any employee who commences I.S. training or Ware Inspector training and then resigns from that posting within a twelve (12) month period will be ineligible for another posted relief position for a period of six (6) months.

- (4) The Company shall post on the bulletin board the name of the successful applicant and the position for which he had applied within five (5) days of his selection.

24.02

- (a) A short term Vacancy is defined as follows:
- (1) Less than 6 days for day workers; or
 - (2) Less than 5 days for 10 and 12 hour shift workers; or
 - (3) Vacation coverage.

The senior designated backup on the shift where the vacancy exists will fill a short-term vacancy. Where no backup exists it will be filled by the senior person able to do the job within the shift and Department.

If the Vacancy exceeds the above time frame it will be considered a long-term vacancy and will be filled by the senior backup available. Where no backups exist, it is to be filled by the senior person able to do the job in the department, if necessary, familiarization will be provided.

- (2) Experience gained on a temporary transfer will not count in the selection process should the job become permanent. An employee will hold a vacancy for its duration. On completion of the temporary job or in the case of unsatisfactory performance the employee will return to his former position. A vacancy, which concludes then recommences will be considered a new vacancy and be filled accordingly. Successive, uninterrupted vacation periods upcoming in the same classification, shift and department will be treated as one vacancy.
- (3) Vacancies which cannot be filled as above due to lack of employees or impracticality will be filled by displaced employees from the department who have training and experience in the vacant job.

ARTICLE 25 - CHANGES IN CONDITIONS

25.01

Prior to the introduction of any new types of equipment which alters a job classification and/or the establishment of new classifications for which rates of pay are not established by this Agreement, the Company shall advise the Union not less than thirty (30) days prior to implementation. The matter shall become the subject of discussion between the parties for wage rates governing the altered classification. If agreement on

wage rates cannot be reached, the Company's wage rates will be put into effect, subject to the right of the Union to have recourse to the Grievance and Arbitration Procedures within sixty (60) days of the introduction of new classification.

25.02 (a) The Company shall provide a program for the retraining of employees displaced from their jobs as a result of technological change. To the fullest extent possible, and with due regard to the seniority provisions of this Agreement, the Company shall retrain each technologically displaced employee for a job which he is willing to learn, and capable of learning within a reasonable training period, and he shall be placed on that job upon completion of the training period.

(b) An employee, who is displaced to a lower-rated job due to the direct elimination of his former job by a technological change, shall continue to receive the rate of his former job for a period not to exceed six calendar months from the date of displacement. If, prior to the expiration of the six calendar month period, the employee obtains a permanent position through the job book, then the rate of this permanent job will apply immediately.

25.03 (a) Subject to the seniority provisions of this Agreement, employees who became permanently laid-off as a result of the closing of the plant or a department or as a consequence of technological changes, shall be entitled to a severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled shall be:

pay	5 years of service but less than 7	3 months
	7 years of service but less than 10	4 months
	pay	
	10 years of service but less than 12	5 months
pay	12 years of service but less than 15	6 months
pay	15 years of service or more	12 months pay

(b) All seniority rights will cease on payment of severance allowance.

(c) The severance allowance shall be paid to the employee in a lump sum at the time of termination,

to be calculated at regular rates of pay for each month.

- (d) In the event of plant closure, senior employees will have the option of severance per Article 25 provided the remaining employees are trained and capable of doing the work.
- (e) Article 25 severance amounts apply to terminations by the Company which are made necessary due, in the view of the Company, to incompetency, redundancy or non-trainability arising out of technological advances in plant machinery and equipment. This provision does not apply for terminations for reasons other than those described above.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Company agrees to furnish locked notice boards in suitable locations easily accessible to the employees, for the purpose of posting notices of interest to the Union. A key for these boards is to be in the possession of the Chief Steward of the Union.

26.02 All material posted will be subject to approval by the Management before being posted.

ARTICLE 27 - WORK CLOTHING AND TOOL ALLOWANCE

27.01 Forming department operators or others whose job requires gloves shall be supplied suitable gloves by the Company as needed.

27.02 (a) The Company will supply Forming Department employees with seven (7) shirts and seven (7) pants or nine (9) coveralls.

(b) Maintenance, Upkeep Attendants and Mould Repair employees shall receive a laundry allowance of one hundred dollars (\$100.00) per annum. The allowance will be paid with the first regular payroll cheque in February and will be paid to all employees permanently classified as Upkeep Attendants, Maintenance and Mould Repair Department employees.

The Company agrees to provide, via regular payroll, a subsidy of \$75.00 once per 24 months for the purchase of appropriate winter clothing upon presentation of proof of purchase (original cash register receipt) for employees in the distribution department in the following classifications: LTO, LTOC, and Warehouse Attendant.

- 27.03 Employees will wear safety glasses in accordance with the Company safety rules. Cost of plain safety glasses and frames will be paid by the Company as well as prescription safety glasses. The optician will be selected by the Company.
- 27.04 (a) Employees must wear suitable safety footwear as a condition of employment and the cost of the first pair will be paid by the new employee.
- (b) On request, the Company will pay a maximum of sixty dollars (\$60.00) per pair toward the cost of replacement safety footwear, as per a schedule based on normal usage of each department, and provided the need is obvious. Repairs and other replacements in excess of this schedule will be at the employee's expense. In the case of Forming Department employees and the Mould Cleaners, the maximum is eighty dollars (\$80.00), pro-rated on the time actually worked in those jobs.
- (c) Should an employee not require replacement safety footwear throughout three (3) complete time periods of the usage schedule, he will be entitled to a maximum of three (3) times the amount so provided in 27.04(b).
- 27.05 (a) Employees who are required by the Company to maintain a personally-owned tool kit valued at over two hundred dollars (\$200) shall receive one hundred and thirty-five dollars (\$135.00) per annum worked via regular payroll, prorated on a monthly basis. Payment will be made annually with the first regular payroll cheque in March and will be dependent upon the employee having the prescribed tools as outlined by the Company. New employees who are required by the Company to maintain a personally-owned tool kit valued at over four hundred dollars (\$400) shall receive an allowance of one hundred and thirty-five dollars (\$135.00) per annum worked, prorated on a monthly basis.
- (b) The Company will supply all required tools to I.S. Machine operators working in the Forming Department and Carton Loft Attendants.

ARTICLE 28 - LAY-OFF, DISPLACEMENT AND RECALL

- 28.01 (a) Employees (other than probationary) for whom there is no work available shall be deemed laid-off and such employees shall be given individual or general written notice (indicating effective date),

whichever may apply, of a lay-off two (2) days in advance of the effective date, except where employees are recalled or hired for a specific short term period of seven (7) days or less, for eight (8) hour shift workers or eight (8) days or less for ten (10) and twelve (12) hour shift workers. A copy of the lay-off notice shall be mailed to the Union at the same time. The general notice shall include the duration of lay-off if known.

- (b) In the event an employee is on annual vacation or on a leave of absence pursuant to Article 21.01 at the time lay-off notice is issued, the Company will attempt to contact the employee by telephone and advise of the lay-off; should there be no telephone contact, the Company will mail a copy of the notice to the employee. The mailed notice will constitute proper lay-off notice as of the mailing date.

28.02 (a) This provision will not apply in the case of power or gas failure, fire or explosion, glass problems, power or fuel curtailment or stoppage, breakdown of machinery or sudden and unforeseen shutting down of a glass furnace owing to failure of any part thereof, disaster or the cancellation of orders by customers less than twenty-four (24) hours prior to that scheduled production. The part of this provision concerned with the cancellation of orders by customers shall be invoked on no more than two (2) occasions in a calendar year. An employee at work so affected will be paid for the balance of his regular shift.

- (b) Every effort will be made to notify the employees on the other affected shifts as soon as possible.
- (c) Provisions to allow the immediate lay-off of employees without notice will be applied if it becomes necessary to close machines due to lack of qualified employees. All avenues will be pursued in order to replace these absent employees using the back-up system or overtime before this last resort option will be applied.

28.03 (a) In all cases of lay-off when the Company has decided that circumstances require a reduction of the working force, employees will be laid off within their respective shift on a plant seniority basis and the following shall apply:

1. All probationary employees shall be laid off first, providing the remaining employees are able to perform the work.
 2. Employees with the least plant seniority will be laid off next (within their respective shift), providing the remaining employees are able to perform the work available at the time of lay-off.
- (b) A laid off employee will be entitled at any time during the lay-off, upon giving the Company twenty-four (24) hours notice in writing of his intent to exercise his seniority, to replace the junior employee with the least amount of seniority within Group 1 in the plant unless there is a less senior employee (than the Group 1 employee) working at a job which the subject senior employee has been trained and can perform. A junior employee so displaced/laid-off shall not be entitled to notice of lay-off as specified in Article 28.01. In the event of a lay-off an employee's 24 hour notice will not take effect before the posted date and time of lay-off. If the 24 hour notice is submitted 24 hours or more in advance of the lay-off, that employee can start working from the date/time of lay-off assuming an opportunity is available. In all other cases the 24 hour notice requires a 24 hour waiting period.
- (c) 1. The 24-hour notice as referred to in 28.03(b) will remain in effect until such time as the notice is revoked in writing or until the employee has resumed regular full-time status. In the case of revocation, the employee will be deemed laid off and will, as a consequence, be on the reserve list.
2. It is understood that submission of the notice by an employee requires compliance with the following:
 - (i) employees must remain at a telephone (the phone number of which he must have previously left with the Company), during the two (2) hour period immediately prior to, and one-half ($\frac{1}{2}$) hour into each eligible shift. Should an employee fail to comply with his obligations to be available for work opportunities on more than two (2) occasions, his notice will be revoked by the Company, subject to

extenuating circumstances acceptable to the Company. A shift steward will be notified following the second occasion. Should a notice be revoked (by the Company or employee), that employee will be ineligible to submit another notice (during the same lay-off) for a period of thirty (30) calendar days. Should that employee's notice, at a later date, again be revoked, he will be ineligible to submit another notice until he is laid off in a subsequent lay-off;

- (ii) employees who miss eligible work opportunities for any reason will not recover such missed opportunities;
 - (iii) employees are eligible to work no more than one (1) shift any calendar day;
 - (iv) **FOR 12 HOUR CONTINUOUS SHIFT WORKERS** an employee will be eligible to work a maximum of four (4) long weeks in an eight (8) week period.
 - (v) **FOR 12 HOUR CONTINUOUS SHIFT WORKERS** employees exercising the 24-hour notice must take their vacation as earlier scheduled on their normally posted shift. For purposes of determining the maximum number of work days available to any employee in a pay week, the scheduled vacation days are considered as time worked.
3. An employee laid off due to the return to work of another employee as provided in Article 11.03 will not be entitled to two (2) days written notice. An employee moved due to the return to work of another employee as provided in Article 11.03 will not be entitled to 24 hours notice under 7.01(b).
 4. It is understood that submission of the notice indicates an employee's willingness to accept work opportunities on any given shift with a minimum of notice. Presuming there has been a minimum eight (8) hour break between shifts, employees will not be eligible for any overtime or penalties.

28.04 (a) **DISPLACEMENT**

A displaced employee is defined as one who:

- (i) is transferred by the Company to a different department and/or classification for a period no less than one (1) full shift due to a reduction in the workforce within a department, either permanently or temporarily and;
 - (ii) who otherwise has the seniority to continue working as provided with this Collective Agreement.
- (b) An employee who is transferred to a position in Group 1 due to temporary or permanent displacement from his job or to health factors substantiated by a doctor's certificate or to a return to the bargaining unit may, seniority permitting and upon request, exercise his seniority in event of a relief opportunity on his shift:
- (i) provided he had previously been trained and had worked at the position in question within the three (3) years immediately previous (for positions in Group 6 and above) but within one (1) year immediately previous for the furnace attendant position;
 - (ii) provided that health limitations are not a factor;
 - (iii) provided that no employees permanently classified in the job and/or line of progression in question are displaced at the time the vacancy arises. This clause applies only to vacancies at their commencement.
- (c) A displaced employee who wishes, seniority permitting, to replace the junior employee (with least amount of seniority in the respective classification/line of progression) may, at such time as he becomes aware of a current opportunity for which he is eligible, make his interest known to the Company in writing. The Company will, within twenty-four (24) hours from that time, notify the eligible displaced employee of the forthcoming assignment:
- (i) provided the junior employee is working at the time in the displaced employee's permanent classification on another shift and provided the displaced employee is able to do the work. A junior employee so displaced/laid off shall not be entitled to notice of lay-off as specified in Article 28.01; or

- (ii) provided the junior employee is working at the time in the displaced employee's line of progression on another shift and provided the displaced employee is able to do the work. A junior employee so displaced/laid-off shall not be entitled to notice of lay-off as specified in Article 28.01.

No penalties will be incurred by the Company due to transfers from one shift to another shift nor if an error in seniority assignment is made when filling a temporary job vacancy pursuant to this clause. A junior employee so displaced/laid-off shall not be entitled to notice of lay-off as specified in Article 28.01.

This Article 28.04 applies prior to the application of 24.01 and 24.02.

- (d) Employees displaced to Group 1 due to a lay-off or to permanent displacement who wish to be considered for a temporary job vacancy on another shift may, at such time as they become aware of a current opportunity for which they are eligible, make their interest known to the Company in writing. The Company will, within twenty-four (24) hours from that time, notify the eligible displaced employee, seniority permitting, of the forthcoming assignment to an opportunity that has arisen in Group 4 or above.
 - (1) Provided such displaced employees have previously been trained and had worked at the job in question within the three (3) years immediately previous; and
 - (2) provided that no employees permanently classified in the job and/or line of progression in question are displaced at the time the vacancy arises; and
 - (3) provided no permanent back-ups (with greater seniority) posted in the job in question are available at the time the vacancy arises. The subject temporary job vacancy will be of a scheduled duration greater than thirty (30) days where due to sickness, injury or leave of absence or two (2) weeks where due to annual vacation. No penalties will be incurred by the Company due to transfers from one shift to another shift pursuant to this clause. No penalty will be incurred by the Company if an error in seniority assignment is made when filling a temporary job vacancy pursuant to this clause. Whenever a displaced employee is working in a temporary job

vacancy, he will not be eligible to fill another temporary job vacancy pursuant to this clause.

- (e) Lay-offs/displacements in Labelling will occur by plant seniority and job classification, within Labelling.

28.05 No permanent promotion will be obtained through lay-off.

28.06 (a) When recalling employees to work after lay-off, they shall be recalled in reverse order of seniority to that in which they had been laid off providing that the employees so recalled are available and are able to perform the work required, except as otherwise provided in Article 31.

- (b) Employees returning from lay-off will assume work in their regular permanent classification or line of progression (provided they are needed in same). This will apply even if a more senior employee is working in the job (but is not permanently posted) in that job. It is deemed that a temporary vacancy will cease to exist when the permanently posted person has returned to work and is available to assume his regular job or a job in his regular line of progression.

28.07 In the event of "emergency production" (fifteen (15) days or less):

- (a) The Company may, after having tried and failed to contact the laid off employees, hire from outside the bargaining unit.
- (b) The Company will advise the Union when an "emergency production" condition arises, and will provide a list of names of laid-off employees, whom the Company has been unable to contact, immediately following the Company's attempt to contact the said employees.
- (c) When any laid-off employees can return to work, and they notify the Company that they are available, they shall be immediately recalled and shall replace any employee temporarily hired, providing they are able to perform the work available.
- (d) Section 20.01 (d) of this Agreement shall not apply during any "emergency production" period.

28.08 The provision of Article 28 shall be exercised so that the Company may maintain an adequate working force of trained employees at all times. To

this end, it is agreed that during periods of lay-off, the Company may without penalty recall junior employees for training purposes. Such employees will be additional to regular production employees.

- 28.09 It is understood and agreed that there is nothing in this Agreement that changes the right of the Company in determining the time and duration of lay-off of an employee, made necessary by lack of orders, lack of materials, lack of equipment, repairs or other similar causes.
- 28.10 During lay-off an employee shall continue to accumulate seniority subject to the provisions of Article 20.

ARTICLE 29 - GRIEVANCE PROCEDURE

- 29.01 Whenever any disputes or differences concerning the interpretation, application, operation or violation of this Agreement arise between the Company and the Union or between the Company and one or more employees, the employees shall continue to work and the dispute shall be adjusted by the grievance procedure as contained in this Collective Agreement.
- 29.02 (a) It is the mutual desire of the Company and the Union that disputes as referred to in this Article shall be resolved as quickly as possible and further, that an employee has a grievance only after he has first given his Supervisor an opportunity of resolving his complaint.
- (b) Should the Supervisor and the employee initially fail to resolve the matter, the department head or his delegate and a steward shall meet with the Supervisor and employee within ten (10) calendar days following the incident becoming first known to the employee or the Union to ensure that all facts relating to the issue have been disclosed and considered.
- 29.03 Should 29.02 not result in a resolution, the Chief Steward, Steward and the Manager, Human Resources (or their delegates) shall meet to review the matter, within fourteen (14) calendar days from the incident first becoming known to the employee or the Union.
- 29.04 Should the matter remain unresolved following 29.03, the alleged violation of this Agreement must be submitted to the Company in writing, within

twenty-one (21) calendar days following the subject incident first becoming known to the employee or the Union.

- 29.05 The grievance shall be reviewed by the Plant Manager and/or his representatives and the representatives of the Union within fourteen (14) calendar days of the grievance being submitted.
- 29.06 Should the foregoing procedure not result in resolution of the subject issue within the time limits set out above, the matter may be referred to Article 30 within ten (10) working days. Any time limits referred to in this Article 29 may be extended, when so mutually agreed to in writing between the Company and Union.
- 29.07 In the event that Management wishes to submit a grievance to the Union, the grievance shall be submitted in writing to the Union Secretary-Treasurer within five (5) days after the occurrence of the matter which is the subject matter of the grievance. The parties shall try to find a solution to the dispute within five (5) days following the date on which the Union received the written complaint from the Management. If agreement is not reached, the Union shall provide a written answer to the management on the matter in dispute within three (3) days following the meeting. If either party then desires to submit the matter in dispute to arbitration, it must notify the other party in writing within ten (10) days after the three (3) day period.
- 29.08 (a) In the event that the Union wishes to submit a policy grievance to the Company, the grievance shall be submitted in writing to the Plant Manager within five (5) days after the occurrence of the matter which is the subject matter of the grievance. The parties shall try to find a solution to the dispute within five (5) days following the date on which the Company received the written complaint from the Union. If agreement is not reached, the Company shall provide a written answer to the Union on the matter in dispute within three (3) days following the meeting. If either party then desires to submit the matter in dispute to arbitration, it must notify the other party in writing within ten (10) days after the three (3) day period.
- (b) A policy grievance is one where an employee or employees do not have the technical possibility of lodging a grievance under the terms of this Agreement.

29.09 The Chief Steward and Stewards shall be permitted by their Supervisor or assistant Supervisor to leave their regular duties for a reasonable length of time without loss of time or pay for the processing and settling of grievances.

29.10 **Joint Grievance Panel**

1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to the Joint Grievance Panel, established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Joint Grievance Panel within fourteen (14) days after the completion of Article 29.05 of the grievance procedure.
2. The Joint Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Joint Grievance Panel shall be composed of two (2) persons, one of whom shall be selected from the Company and one (1) from the Union. The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Joint Grievance Panel shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of the Joint Grievance Panel on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an arbitrator. Decisions of the Joint Grievance Panel shall not be used as precedents.
5. If the Joint Grievance Panel is unable to reach a majority decision as outlined in paragraph 3 above, the grieving party may proceed to an outside board of arbitration by informing the other party in writing.
6. The Grievance Panel shall be governed by the rules of procedure and conduct of proceedings established for the Panel.

ARTICLE 30 - ARBITRATION

30.01 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegations to arbitration. The recipient of the notice shall, within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall within ten (10) days of the appointment of the second of them, appoint a third person who shall be the chairperson.

(b) If the recipient of the notice fails to appoint an Arbitrator or if the appointees fail to agree upon a chairperson within the time limit, such appointments shall be made by the Minister of Labour for British Columbia upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board.

30.02 This Agreement shall not be altered, modified, or amended by an Arbitration Board.

ARTICLE 31 - RESERVE LIST

31.01 When an employee is laid off, he is assigned to the reserve list on his shift.

31.02 Work opportunities will be assigned by shift in order of plant seniority on the reserve list.

31.03 New employees will be assigned to the reserve list.

31.04 New employees hired into skilled positions will be assigned directly to the department in question.

31.05 The Company will not incur overtime or penalties arising from:

(a) The operation of the reserve list with respect to the recall of reserve list employees to regular

full-time status, except as provided in Article 7.07(a) Twelve Hour Continuous shift, (same provision applies to employees recalled to day and intermittent shift work).

- (b) Once the reserve list is exhausted for a particular shift, subsequent work opportunities will be offered on a voluntary basis in order of plant seniority to the senior reserve list employee who is not working. The Company will not incur overtime or penalties arising from the operation of the reserve list with respect to the movement of reserve list employees to different shifts. A minimum eight (8) hour break between shifts will be provided.
- (c) Changes from shift to shift as provided in (b) above may result in an employee being ineligible for work on Saturday and/or Sunday where such work would result in the payment of overtime.

31.06 Day and intermittent shift vacancies will be filled by competent persons on the reserve list assigned to that continuous shift which parallels day shift or the intermittent shift.

31.07 An employee assigned to the reserve list will:

- (i) follow the shift to which he is assigned;
- (ii) observe the work days and days off of the shift;
- (iii) work only as opportunities arise on the shift;
- (iv) not be guaranteed the regular scheduled hours of the shift schedule;
- (v) not be guaranteed equivalent hours of work to other reserve list employees on other shifts;
- (vi) remain at a telephone (the phone number of which they must have previously left with the Company), during the two (2) hour period immediately prior to, and one-half ($\frac{1}{2}$) hour into each eligible shift.

31.08 If necessary, the reserve list shifts will be adjusted.

31:09 **TWELVE HOUR CONTINUOUS SHIFT WORKER.** For the purpose of establishing the eligibility of reserve list employees to the shift's regularly scheduled long week pay, the following will apply:

- (a) A reserve list employee will qualify for the long week pay in question where he actually works more than 44 hours in the same pay period.

31.10 Reserve list employees will not be entitled to two (2) days written notice of lay-off except where:

- (a) The employee has been reassigned to regular full-time shift status or;
- (b) The employee has actually worked one shift cycle or more consecutive regularly scheduled work days (excluding scheduled days off) on the same shift.

31.11 An employee laid off due to the return to work of another employee as provided in Article 11.03 will not be entitled to two (2) days written notice. An employee moved due to the return to work of another employee as provided in Article 11.03 will not be entitled to 24 hours notice under 7.01(b).

ARTICLE 32 - DURATION OF AGREEMENT

32.01 (a) This Agreement shall run for a term of four (4) years from January 5th, 2002 until January 4th, 2006 and continue automatically thereafter during annual periods of one (1) year each, unless either party advises the other in writing not less than two (2) months, and not more than four (4) months prior to annual expiration date, that it desires to amend or terminate this Agreement.

(b) After expiry of the term of this Collective Agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment, as set out in this agreement will be observed and not waived except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

(c) The operation of section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

32.02 In the event of such notification being given as to amendments of the Agreement, negotiations between the parties shall begin within ten (10) days following notification.

32.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall expire upon execution of a new Agreement or completion of mediation proceedings, as prescribed by the Labour Relations Code of British Columbia, whichever shall first occur.

32.04 This Agreement shall be effective and binding upon both parties thereto from the 5th day of January, 2002 to the 4th day of January, 2006.

32.05 IN WITNESS HEREOF each of the parties hereto have caused this Agreement to be signed by its duly authorized representatives this day of _____, 2002.

FOR THE COMPANY:

T. Herger Yvon Lapierre

G. Prior Mike Heidt

FOR THE UNION:

G. Wirch S. D'Agosto

C. Symons Glen Vickerman

K. Turner Dean Hachey

APPENDIX "A"

PREMIUMS

- A. Charperson.....10¢ per hour over base rate.
Job to be posted.
- B. Lead Hand.....50¢ per hour over base rate.
- C. Chief Engineer.....25¢ per hour over base rate.
- D. Relief Supervisor.....75¢ per hour over base rate.

(When required by the Company, relief Supervisor will perform their duties in a manner similar to that of Staff Supervisor.)

All employees shall receive their wage increment according to predetermined time as shown in Appendix "A".

WAGES

General Increase as follows:

January 5, 2002	2%
January 5, 2003	2%
January 5, 2004	3%
January 5, 2005	3%

WAGE RATE SCHEDULE

(Applies to all Employees covered by this Agreement.)

Remove unwritten \$1.00/hr for Lehr and Instrument Assistance. Red circle three (3) displaced employees (Kelly Collins, Larry Wiens and David Ohashi).

WAGE RATE SCHEDULE - 2002

GROUP	JOB TITLE	START	3 MONTHS	6 MONTHS
1	SELECT AND PACK	\$16.78	\$16.96	
1A	CARTON ASSY LAB	\$16.96	\$17.13	
2	FIRST AID B	\$17.26	\$17.38	
2	GENERAL LABOURER	\$17.26	\$17.38	
3	SWEEPER OPERATOR	\$17.41	\$17.54	
4A	PALLETIZER	\$17.50	\$17.75	
4A	FIRST AID A	\$17.50	\$17.75	
5	LIFT TRUCK OPERATOR	\$17.79	\$17.97	
5	MOULD CLEANER	\$17.75	\$17.92	
5A	LTO CHECKER	\$17.97	\$18.02	
5B	CULLET ATTENDANT	\$17.89	\$17.98	\$18.04
6	CARTON ASSY ATTENDANT	\$17.89	\$17.98	\$18.04
6	LABELLING CLEANER (FLOATER)	\$17.89	\$17.98	\$18.04
7	FORMING CLEANER	\$18.00	\$18.06	\$18.16
7	MOULD POLISHER-WELDER	\$18.00	\$18.06	\$18.16
7	OILER	\$18.00	\$18.06	\$18.16
8	WAREHOUSE ATTENDANT	\$18.12	\$18.20	\$18.27
8	DAY POLISHER-CHECKER	\$18.12	\$18.20	\$18.27
8	LEHR & INSTRUMENT ASSISTANT	\$17.75	\$17.92	\$18.27
8	MAINTENANCE ASSISTANT	\$17.75	\$17.92	\$18.27
8	STORES ATTENDANT	\$18.12	\$18.20	\$18.27
8	LABELLING OPERATOR	\$18.12	\$18.20	\$18.27
8	WARE INSPECTOR	\$18.32	\$18.40	\$18.47
8	EQUIP OP. CAT/BACKHOE	\$18.12	\$18.20	\$18.27
9	DAY INSPECTOR	\$18.42	\$18.57	\$18.74
11	FURNACE ATTENDANT	\$18.64	\$18.84	\$19.32
11	UPKEEP ATTENDANT	\$18.64	\$18.84	\$19.32
11	MAINT PERSON NON-CERTIFIED	\$18.85	\$19.08	\$19.32
11	MOULD MAKER NON-CERTIFIED	\$18.85	\$19.08	\$19.32
11	SHIFT TECHNICIAN NON-CERTIFIED	\$18.85	\$19.08	\$19.32
11A	IS OPERATOR	\$20.26	\$20.45	\$20.95
11B	CHARGE HAND	\$19.83		

12	WORKOUT	\$22.35	\$22.50	\$22.90
13	POWER HOUSE ATTENDANT	\$23.76	\$24.24	
13	B.C. CERTIFIED JOURNEYMAN	\$24.52	\$25.00	
13A	BOTTLE SPECIALIST	\$24.45	\$25.09	

WAGE RATE SCHEDULE - 2003

GROUP	JOB TITLE	START	3 MONTHS	6 MONTHS
1	SELECT AND PACK	\$17.12	\$17.30	
1A	CARTON ASSY LAB	\$17.30	\$17.47	
2	FIRST AID B	\$17.61	\$17.73	
2	GENERAL LABOURER	\$17.61	\$17.73	
3	SWEEPER OPERATOR	\$17.76	\$17.89	
4A	PALLETIZER	\$17.85	\$18.11	
4A	FIRST AID A	\$17.85	\$18.11	
5	LIFT TRUCK OPERATOR	\$18.15	\$18.33	
5	MOULD CLEANER	\$18.11	\$18.28	
5A	LTO CHECKER	\$18.33	\$18.38	
5B	CULLET ATTENDANT	\$18.25	\$18.34	\$18.40
6	CARTON ASSY ATTENDANT	\$18.25	\$18.34	\$18.40
6	LABELLING CLEANER (FLOATER)	\$18.25	\$18.34	\$18.40
7	FORMING CLEANER	\$18.36	\$18.42	\$18.52
7	MOULD POLISHER-WELDER	\$18.36	\$18.42	\$18.52
7	OILER	\$18.36	\$18.42	\$18.52
8	WAREHOUSE ATTENDANT	\$18.11	\$18.28	\$18.64
8	DAY POLISHER-CHECKER	\$18.48	\$18.56	\$18.64
8	LEHR & INSTRUMENT ASSISTANT	\$18.11	\$18.28	\$18.64
8	MAINTENANCE ASSISTANT	\$18.11	\$18.28	\$18.64
8	STORES ATTENDANT	\$18.48	\$18.56	\$18.64
8	LABELLING OPERATOR	\$18.48	\$18.56	\$18.64
8	WARE INSPECTOR	\$18.69	\$18.77	\$18.84
8	EQUIP OP. CAT/BACKHOE	\$18.48	\$18.56	\$18.64
9	DAY INSPECTOR	\$18.79	\$18.94	\$19.11
11	FURNACE ATTENDANT	\$19.01	\$19.22	\$19.71
11	UPKEEP ATTENDANT	\$19.01	\$19.22	\$19.71

11	MAINT PERSON NON-CERTIFIED	\$19.23	\$19.46	\$19.71
11	MOULD MAKER NON-CERTIFIED	\$19.23	\$19.46	\$19.71
11	SHIFT TECHNICIAN NON-CERTIFIED	\$19.23	\$19.46	\$19.71
11A	IS OPERATOR	\$20.67	\$20.86	\$21.37
11B	CHARGE HAND	\$20.23		
12	WORKOUT	\$22.80	\$22.95	\$23.36
13	POWER HOUSE ATTENDANT	\$24.24	\$24.72	
13	B.C. CERTIFIED JOURNEYMAN	\$25.01	\$25.50	
13A	BOTTLE SPECIALIST	\$24.94	\$25.59	

WAGE RATE SCHEDULE - 2004

GROUP	JOB TITLE	START	3 MONTHS	6 MONTHS
1	SELECT AND PACK	\$17.63	\$17.82	
1A	CARTON ASSY LAB	\$17.82	\$17.99	
2	FIRST AID B	\$18.14	\$18.26	
2	GENERAL LABOURER	\$18.14	\$18.26	
3	SWEEPER OPERATOR	\$18.29	\$18.43	
4A	PALLETIZER	\$18.39	\$18.65	
4A	FIRST AID A	\$18.39	\$18.65	
5	LIFT TRUCK OPERATOR	\$18.69	\$18.88	
5	MOULD CLEANER	\$18.65	\$18.83	
5A	LTO CHECKER	\$18.88	\$18.93	
5B	CULLET ATTENDANT	\$18.80	\$18.89	\$18.95
6	CARTON ASSY ATTENDANT	\$18.80	\$18.89	\$18.95
6	LABELLING CLEANER (FLOATER)	\$18.80	\$18.89	\$18.95
7	FORMING CLEANER	\$18.91	\$18.97	\$19.08
7	MOULD POLISHER-WELDER	\$18.91	\$18.97	\$19.08
7	OILER	\$18.91	\$18.97	\$19.08
8	WAREHOUSE ATTENDANT	\$19.03	\$19.12	\$19.20
8	DAY POLISHER-CHECKER	\$19.03	\$19.12	\$19.20
8	LEHR & INSTRUMENT ASSISTANT	\$18.65	\$18.83	\$19.20
8	MAINTENANCE ASSISTANT	\$18.65	\$18.83	\$19.20
8	STORES ATTENDANT	\$19.03	\$19.12	\$19.20
8	LABELLING OPERATOR	\$19.03	\$19.12	\$19.20

8	WARE INSPECTOR	\$19.25	\$19.33	\$19.41
8	EQUIP OP. CAT/BACKHOE	\$19.03	\$19.12	\$19.20
9	DAY INSPECTOR	\$19.35	\$19.51	\$19.68
11	FURNACE ATTENDANT	\$19.58	\$19.80	\$20.30
11	UPKEEP ATTENDANT	\$19.58	\$19.80	\$20.30
11	MAINT PERSON NON-CERTIFIED	\$19.81	\$20.04	\$20.30
11	MOULD MAKER NON-CERTIFIED	\$19.81	\$20.04	\$20.30
11	SHIFT TECHNICIAN NON-CERTIFIED	\$19.81	\$20.04	\$20.30
11A	IS OPERATOR	\$21.29	\$21.49	\$22.01
11B	CHARGE HAND	\$20.83		
12	WORKOUT	\$23.48	\$23.64	\$24.06
13	POWER HOUSE ATTENDANT	\$24.97	\$25.46	
13	B.C. CERTIFIED JOURNEYMAN	\$25.76	\$26.27	
13A	BOTTLE SPECIALIST	\$25.69	\$26.36	

WAGE RATE SCHEDULE - 2005

GROUP	JOB TITLE	START	3 MONTHS	6 MONTHS
1	SELECT AND PACK	\$18.16	\$18.35	
1A	CARTON ASSY LAB	\$18.35	\$18.53	
2	FIRST AID B	\$18.68	\$18.81	
2	GENERAL LABOURER	\$18.68	\$18.81	
3	SWEEPER OPERATOR	\$18.84	\$18.98	
4A	PALLETIZER	\$18.94	\$19.21	
4A	FIRST AID A	\$18.94	\$19.21	
5	LIFT TRUCK OPERATOR	\$19.25	\$19.45	
5	MOULD CLEANER	\$19.21	\$19.39	
5A	LTO CHECKER	\$19.45	\$19.50	
5B	CULLET ATTENDANT	\$19.36	\$19.46	\$19.52
6	CARTON ASSY ATTENDANT	\$19.36	\$19.46	\$19.52
6	LABELLING CLEANER (FLOATER)	\$19.36	\$19.46	\$19.52
7	FORMING CLEANER	\$19.48	\$19.54	\$19.65
7	MOULD POLISHER-WELDER	\$19.48	\$19.54	\$19.65
7	OILER	\$19.48	\$19.54	\$19.65
8	WAREHOUSE ATTENDANT	\$19.60	\$19.69	\$19.78

8	DAY POLISHER-CHECKER	\$19.60	\$19.69	\$19.78
8	LEHR & INSTRUMENT ASSISTANT	\$19.21	\$19.39	\$19.78
8	MAINTENANCE ASSISTANT	\$19.21	\$19.39	\$19.78
8	STORES ATTENDANT	\$19.60	\$19.69	\$19.78
8	LABELLING OPERATOR	\$19.60	\$19.69	\$19.78
8	WARE INSPECTOR	\$19.83	\$19.91	\$19.99
8	EQUIP OP. CAT/BACKHOE	\$19.60	\$19.69	\$19.78
9	DAY INSPECTOR	\$19.93	\$20.10	\$20.27
11	FURNACE ATTENDANT	\$20.17	\$20.39	\$20.91
11	UPKEEP ATTENDANT	\$20.17	\$20.39	\$20.91
11	MAINT PERSON NON-CERTIFIED	\$20.40	\$20.64	\$20.91
11	MOULD MAKER NON-CERTIFIED	\$20.40	\$20.64	\$20.91
11	SHIFT TECHNICIAN NON-CERTIFIED	\$20.40	\$20.64	\$20.91
11A	IS OPERATOR	\$21.93	\$22.13	\$22.67
11B	CHARGE HAND	\$21.46		
12	WORKOUT	\$24.18	\$24.35	\$24.78
13	POWER HOUSE ATTENDANT	\$25.72	\$26.22	
13	B.C. CERTIFIED JOURNEYMAN	\$26.53	\$27.06	
13A	BOTTLE SPECIALIST	\$26.46	\$27.15	

APPENDIX "B"
Cost of Living Adjustments

The employer shall pay to every employee covered by this Agreement Cost of Living Adjustments to be determined as provided below, on the basis of the Consumer Price Index for Vancouver (1981 = 100) and hereafter referred to as the Index.

- (a) 2002: Using the December, 2001 index as the base, calculations will be done using the Indexes for March, June, September, and December, 2002 in order to determine whether the Index has increased by more than 1.25% in the first quarter, by more than 2.5% in the first half, by more than 3.75% in the first three quarters, and by more than 5.0% in the full year. Each accumulated 1.0% increase in the Index above these triggers will provide a Cost of Living Adjustment of 1.0% calculated on the January 5th, 2002 wage rate in each classification.
- (b) 2003: Using the December, 2002 Index as the base, calculation will be done using the Indexes for March, June, September, and December, 2003 in order to determine whether the Index has increased by more than 1.25% in the first quarter, by more than 2.5% in the first half, by more than 3.75% in the first three quarters, and by more than 5.0% in the full year. Each accumulated 1.0% increase in the Index above

these triggers will provide a Cost of Living Adjustment of 1.0% calculated on the C.O.L.A. adjusted January 5th, 2003 wage rates in each classification.

- c) 2004: Using the December, 2003 Index as the base, calculation will be done using the Indexes for March, June, September, and December, 2004 in order to determine whether the Index has increased by more than 1.1875% in the first quarter, by more than 2.375% in the first half, by more than 3.5625% in the first three quarters and by more than 4.75% in the full year. Each accumulated 1.0% increase in the Index above these triggers will provide a Cost of Living Adjustment of 1.0% calculated on the C.O.L.A. adjusted January 5th, 2004 wage rates in each classification.
- (d) 2005: Using the December, 2004 Index as the base, calculation will be done using the Indexes for March, June, September, and December, 2005 in order to determine whether the Index has increased by more than 1.25% in the first quarter, by more than 2.5% in the first half, by more than 3.75% in the first three quarters, and by more than 5.0% in the full year. Each accumulated 1.0% increase in the Index above these triggers will provide a Cost of Living Adjustment of 1.0% calculated on the C.O.L.A. adjusted January 5th, 2005 wage rates in each classification.

The Cost of Living Adjustments will be calculated as soon as the Index is made available and, where an adjustment is triggered, it will be retroactive to the first of the month following the month for which the calculation was done (i.e. retroactive to April 1st, July 1st, October 1st and January 1st).

These adjustments will become a fixed part of the hourly wage rates in all classifications and will apply to all paid hours.

A full 1.0% increase above the trigger is required on any of the first three quarterly calculation dates in order to provide a full 1.0% Cost of Living Adjustment. On the final quarterly calculation date in each year, the Adjustments will be pro-rated for Index increases of less than a full 1.0%.

Quarterly and annual increases, if any, shall include adjustments made in previous quarterly reviews.

APPENDIX "C"**FIRST AID ATTENDANTS**

1. Under all temporary vacancies/relief opportunities, ability as a First Aid Attendant requires:
 - i) a current Industrial First Aid certificate and;
 - ii) having worked as a First Aid Attendant "A" within the three (3) years immediately previous.
2. First Aid Attendants are not eligible to fill any (departmental or otherwise) short term temporary "relief Type" vacancies. However, First Aid Attendants "B" (posted back-ups) will fill temporary First Aid "A" vacancies except where otherwise provided by Article 28.
3. Permanently posted First Aid Attendants who attend the recognized Industrial First Aid course to obtain WCB First Aid certification will be paid:
 - (a) for permanently posted first aid attendants "A" working in their job at the time of certificate renewal, the Company will pay for regular work hours missed while in attendance at the course.
 - (b) for permanently posted first aid attendants "B" working in their job at the time of certificate renewal, the Company will pay a maximum of thirty-five (35) hours for regular hours missed while in attendance at the course.
 - (c) If a first Aid Attendant should fail to have his ticket renewed by the W.C.B., he would have the opportunity of a rewrite. This rewrite would have to be undertaken at the earliest opportunity the W.C.B. would permit. If he is decertified by the W.C.B., it would be necessary to revert to an entry level job in the interim period. If he should fail to rewrite, he would lose his job as a First Aid Attendant (and would thus revert to a permanent entry level position) and the vacancy thus created would be permanently filled.

Should a First Aid Attendant fail to renew his certification on his first attempt, any subsequent costs involved in obtaining certification will be at the employee's expense.

APPENDIX "D"**STUDENT EMPLOYMENT**

Should student employment become necessary throughout the summer vacation period, students may be hired between April 15th and September 30th. Students will not acquire seniority nor be eligible for benefits as per Article 15. The term of student employment will not continue past September 30th.

If the Company decides to hire new employees prior to the end of the summer period, students who have indicated their desire to become regular employees will be given consideration. If hired as a regular employee, probation period will begin on the date of hire as a regular employee and pay rate will be tied to date of hire as a student. Seniority will apply as per Article 18.01. Upon successfully completing the probationary period, the employee's seniority will be backdated to his first day worked as a student in the year of hire as a regular employee.

Effective January 1st, 2003 student rates of pay will be \$3.00 per hour less than the start rate of classification.

APPENDIX "E"**TEMPORARY MAINTENANCE AND MOULD SHOP PERSONNEL**

Temporary Maintenance and Mould Shop Department tradesmen/power house attendants may be hired to fill vacancies such as vacations, lieu days, absences due to illness, injury, or union business, etc. Such temporary employees will be hired for term employment. It is understood that temporary employees will be hired on a one person per trade per vacancy basis. Once the vacancy has ended, the employee may be terminated. Should the employee work for a period longer than the subject vacancy, he will be deemed permanent and his seniority will be backdated to his first day worked, except during the peak vacation period (July 1 - September 30) during which time an employee's term employment may exceed the term of the vacancy.

Employees hired under this clause will be eligible for the following benefits provided they requalify each year.

- Article 12 -
- Article 13 - employees will receive 4½% vacation pay on their weekly pay cheque.
- Article 15 - from the first of the month following completion of thirty-five days worked.
- Article 27.02(b) - pro rated.
- Article 27.04
- Article 27.05 - pro rated.

APPENDIX "F"**PENSION AGREEMENT**

The parties to this agreement have provided for a pension signed by the parties. No matter respecting the pension plan shall be subject to the grievance procedure established in the collective agreement. It is understood, however, that the pension plan is registered in the Province of Ontario and is therefore protected by the Pension Commission of Ontario. The pension plan will be outlined in a booklet to be provided by the Company.

The Pension Plan will reflect the following increases:

January 1st, 2002 - Increase from \$35.00 to \$36.00/mth/yr on future service (post 1987)

January 1st, 2003 - Increase from \$36.00 to \$37.00/mth/yr on future service (post 1987)

January 1st, 2004 - Increase from \$37.00 to \$38.00/mth/yr on future service (post 1987)

January 1st, 2005 - Increase from \$38.00 to \$39.00/mth/yr on future services (post 1987)

LETTER OF INTENT (1)

Reference: Teamsters Local 213 Shop Stewards Educational Fund

The Company will make a contribution of two (2¢) cents per hour to Teamster Local 213 Shop Stewards Education Fund. Contributions to this fund will be made against those hours:

1. actually worked by an employee;
2. on statutory holidays recognized by our Collective Agreement for which wages are payable and;
3. for which wages are payable during an employee's annual vacation based on a maximum of forty (40) hours per week of vacation entitlement.

The Company's contribution to the above fund will be made on a straight time basis.

LETTER OF INTENT (2)**Reference: Employee Assistance Fund**

The Company will make a contribution of one (1¢) cent per hour to the Employee Assistance Fund. Contributions to this fund will be made against those hours:

1. actually worked by an employee;
2. on statutory holidays recognized by our Collective Agreement for which wages are payable and;
3. for which wages are payable during an employee's annual vacation based on a maximum of forty (40) hours per week of vacation entitlement.

The Company's contribution to the above fund will be made on a straight time basis. The Employee Assistance Fund will be jointly trusteeed.

The Company agrees to make contributions to the Employee Assistance Fund, over and above the one cent (1¢) per hour provided by the Company in this Letter of Intent (2).

This letter will not be in effect as long as the Company continues to provide a national program.

LETTER OF INTENT (3)

Reference: Weekly Indemnity Premium Rebate

The Company and the Union agree that the Weekly Indemnity Plan as mentioned in Article 15.04 of the Collective Agreement will be registered with Human Resources Development Canada and that the total premium rebate shall be remitted to the Company (includes that portion of the rebate that is normally paid to the employee).

LETTER OF INTENT (4)**Reference: Lehr and Instrument Assistants Pay Rates**

1. Lehr and Instrument Assistants who by virtue of Article 24.02 fill a higher rated position on a temporary basis will be compensated at the start rate of Maintenance Person Non-Certified Group 11, except those employees already receiving a higher rate of pay, for time so spent while filling the temporary position.
2. Lehr and Instrument Assistants will progress as follows:
 - (a) From hire into Group 8 for their initial nine (9) months they will move from start rate, 3 month, 6 month rate - Group 8. This period includes six (6) weeks of training and anticipates successful completion and progress through the entire period.
 - (b) Upon successful completion and progress during the above nine (9) months they will move to the six (6) month rate of Group 9 for a further period of nine (9) months.
 - (c) Upon successful completion and progress in (b) above they will move to the six (6) month rate of Group 10 for a further period of twelve (12) months.
 - (d) Upon successful completion and progress in (c) above they will move to the six (6) month rate of Group 11.
 - (e) Actual hours working in the job will be calculated to determine advancement.

In summary the entire progression period is thirty (30) months anticipating successful completion and progress.

Current incumbent and back-up Lehr and Instrument Assistants will have their time in the position calculated and will slot into the above progression accordingly.

LETTER OF INTENT (5)

Reference: Forming Department Overtime Equalization

The purpose of this letter is to establish guidelines for Overtime equalization in the forming department.

Establishment of groups

Training, skills, shifts and job content vary within the classification of workout. For the purposes of overtime call-ins in the classification of workout, the following four groups will be created: Shift Workouts, Feedermen, Machine repair, Variable Machine Repair and Job Change. Workouts from one group will not have automatic eligibility for overtime under Article 7.13(a), item 1 in another group. Their eligibility will be under item 3: "Other trained employees working in the same department".

Employees temporarily assigned to a different group

Employees from one group work as a vacation relief in other groups on a voluntary basis. In some cases, employees classified as shift IS operators work as vacation relief in the workout classification on the Job Change Crew. For the purposes of overtime equalization, all employees temporarily or permanently assigned to a group will be considered as "permanently classified" and eligible for overtime under that group to which they are assigned regardless of their status. However, it is understood that under some circumstances, training, skills and experience will take precedence over overtime equalization so that safe and efficient repairs or changes can be carried out.

LETTER OF INTENT (6)**Reference: Vacation Relief (Shift Electricians)**

1. That shift electricians be replaced by day electricians for purposes of Vacation absences when ever possible.
2. The employee assigned to cover the vacancy will hold that vacation for its duration.
3. The day shift employee covering the vacancy will be guaranteed 32 consecutive hours away from the job in any seven day period.
4. An eight (8) hour day shift employee as defined in Article 7.02 of the Collective Agreement who by virtue of having to work "shift" coverage ie: twelve (12) hour shifts as well as eight (8) hour shifts in a pay week as defined in Article 7.01(a) will be compensated at time and one half (1½) base rate for up to 8 hours for hours worked in a pay week in excess of forty (40) hours.

Notwithstanding the above, time worked on Saturday or Sunday, of the week that the employee moves from eight (8) hour shifts to twelve (12) hour shifts will be compensated as per Article 7.03(b) of the Collective Agreement.

5. The employee can be moved between twelve (12) hour shifts for the purpose of vacation coverage without having to return the employee to eight (8) hour day shift.
6. The Company will make every attempt to work out amongst the affected employees a schedule that will have minimal impact on their established life styles. As much notice as possible will be given to those covering said vacations. Due to the difficulty in scheduling coverage the Company requests that vacation requests be submitted in a timely manner.

LETTER OF INTENT (7)**Reference: 24 Hour Sticker**

The parties to the collective agreement hereby agree that the practice of substituting the 24-hour sticker first opportunity procedure for the language in 28.03(b) will continue on a trial basis for six calendar months from the signing of the renewed collective agreement. The procedure will change whereby those who put up their 24 hour sticker will only be eligible for Sunday call-ins on their own shift.

If after the six month period management deems the 24-hour sticker process to be unworkable, management will serve notice to the Union of their intent to revert to the existing language in Article 28.

LETTER OF INTENT (8)

Reference: Teamsters Local 213 Industry Advancement Fund

The Employer shall make contributions at the rate of ten thousand dollars (\$10,000.00) per year. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund. The above contribution shall commence on the 5th day of January, 2002.

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