

**PACIFIC BUILDERS COLLECTIVE AGREEMENT**  
**May 1, 2002 to April 30, 2005**

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BY AND BETWEEN: PACIFIC BUILDERS SUPPLIES**  
**(PACIFIC TRUSS)**  
**Fisher Road and Trans Canada Highway**  
**Cobble Hill, BC**

(Hereinafter referred to as the "Company")

**AND: UNITED BROTHERHOOD OF CARPENTERS &**  
**JOINERS OF AMERICA LOCAL UNION 1812**  
**PO Box 571**  
**Duncan, BC V9L 3X9**

(Hereinafter referred to as the "Union")

**ARTICLE 1: OBJECT**

1:01 The object of this agreement is to promote the Roof Truss Industry: elevate the trade; promote peace and harmony between the Employer and the employees; facilitate the peaceful settlement of all disputes and grievances, prevent strikes and lockouts; and to avoid waste of time and unnecessary delays and expense in the settlement of disputes connected with the Roof Truss Industry.

**ARTICLE 2: COLLECTIVE BARGAINING UNIT**

2:01 The Company recognizes the Union as the sole bargaining agency of next mentioned employees of the Company in its operations at; where a majority of them have selected the Union as their bargaining agency, subject to the provisions of the Provincial and Federal Laws and Regulations.

2:02 The Company agrees that personnel not included in the bargaining unit shall not regularly perform any of the duties, operate any of the equipment or use any of the tools normally associated with any of the classifications covered by this Agreement.

### **ARTICLE 3: NEW CONSTRUCTION**

3:01 Any worker who is called on to work on any construction project on or off the factory premises shall be bound by the wages, hours of work and job conditions of the applicable Building and Construction Trades Agreement for the Province of British Columbia while employed on such construction work.

### **ARTICLE 4: WORKING FORCES**

4:01 The management and the operation of and the direction and promotion of the working forces is vested exclusively in the Management: provided, however, that this will not be used for purposes of discrimination against the employees. The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

4:02 All of the terms and conditions of this Agreement will apply equally to all employees without discrimination as to sex, colour, or age.

4:03 The Employer signatory to the agreement will not subcontract any work regularly manufactured in the shop to a non-union shop unless otherwise agreed to by the Union.

### **ARTICLE 5: UNION SHOP**

5:01 Every employee coming within the scope of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union.

5:02 All employees will register with the Shop Steward before commencing work and then join the Union within two (2) weeks and remain a member in good standing as a condition of continuing employment. Employees who have previously worked for the Company shall join the Union immediately and be paid at their previous rate level when laid off.

5:03 Shop Stewards shall have one (1) year's service with the Company and will be recognized in all shops and shall not be discriminated against. The Shop Superintendent or Foreman shall be notified by the Union of the name or names of such Shop Stewards and in the event of a layoff or reduction of the work forces, such Shop Stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the parties hereto, provided he has the necessary skills to perform the required work. In the event that the crew is reduced to the point where the Shop Steward is laid off, it is agreed that the Shop Steward shall be the first person rehired, provided he has the necessary skills to perform the required work.

- 5:04 It is understood that the Shop Steward after consultation with his Foreman shall, with permission, be allowed time off without loss of pay, to leave his regular duties for a reasonable length of time in order to investigate urgent grievances in his jurisdiction.
- 5:05 Business Agents shall have access to the plant in the carrying out of their regular duties after obtaining permission from the Employer or his representative. However, in no way will they interfere with the men during working hours unless permission is granted. The Business Agent may also consult with the Shop Steward at any time during working hours after obtaining permission from the Employer or his representative; such permission is not to be unreasonably withheld, but is understood that such consultation will be brief.
- 5:06 Any employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of said employee's refusal to maintain his membership.
- 5:07 The Union reserves the right to render assistance to labour organizations, including the removal of its members from jobs when necessary. Refusal on the part of Union members to work with non-union workmen shall not be deemed a breach of this Agreement. In all such cases the Employer will be given reasonable prior notice.
- 5:08 The Company may contract out delivery of its products. Members in the truck driver positions with seniority at March 1, 2000 who choose to become contract haulers will remain members of the Union and dues will be deducted pursuant to Article 6 of this Agreement. If the Employer requires additional truckers and they are not members of the Union, the Employer will remit union dues pursuant to Article 6 for said truckers for the month(s) in which they worked. The terms of this Collective Agreement do not apply to contract haulers.

## **ARTICLE 6: DUES CHECK-OFF**

- 6:01 The Company agrees to deduct from each employee coming within the scope of this Agreement, union initiation fees, assessments legally levied, and dues, and in the amount communicated to the Company by the Union from time to time.
- 6:02 Deductions will be made from the first earned pay period each month and remitted to the Financial Secretary of the Union by the fifteenth day of the month following. The remittance shall include a list of the employees showing their respective deductions, new employees, terminations, and those on compensation.
- 6:03 New employees, after having worked two (2) weeks shall be made liable for the required deductions. If deduction is not made from an employee for any

reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.

6:04 The Company agrees that if signed authorizations are deemed required to make such deductions, the Company will obtain them. The Union will supply such forms upon request.

## **ARTICLE 7: REGULAR HOURS OF WORK**

7:01 The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days from 7:00 am to 3:30 pm. The normal work days shall be Monday to Friday, or Tuesday to Saturday inclusive for maintenance workers, with one-half (½) hour for lunch. The regular starting and quitting time may be varied by mutual agreement between the Union and Management.

7:02 Afternoon shift will work eight hours and receive eight hours pay at the regular rate of pay.

7:03 In the event of three shifts worked, the shifts will work the following:

Day Shift:	8 hours – 7:00 am – 3:30 pm – 8 hours' pay
Second Shift:	8 hours – 3:30 pm – 12:00 pm – 8 hours' pay
Third Shift:	7 hours – 11:30 pm – 7:00 am – 8 hours' pay

7:04 No employee will be allowed to work more than one regular shift in any one day.

7:05 The working force on the day shift shall alternate with the working force on the second and third shifts, doing similar work, on a monthly or bi-monthly basis, or by mutual agreement between the Union and the Employer.

## **ARTICLE 8: OVERTIME HOURS**

8:01 All overtime worked before and after the regular shift will be paid for at the rate of time and one-half for the first two hours and double time thereafter. There shall be no more than eight hours worked in any work week from Monday to Thursday at time and one-half.

8:02 Any employee required to work on a statutory holiday or day observed as such shall be paid at double time (2X) rates of pay plus statutory holiday pay.

8:03 In the event overtime is necessary, a fifteen (15) minute rest period shall be permitted before carrying on with overtime work.

8:04 All overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime.

8:05 Time off in Lieu of Overtime: Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate. All accrued time will be taken off based on a mutual agreement between employee and Employer as to time and designated period. In case of an employee being laid off, discharged, or quitting, Article 10, Clause 10:02 will apply. All accrued time off will be taken within one (1) year.

## **ARTICLE 9: CALL-TIME HOURS**

9:01 Any member reporting for a scheduled shift and not being required shall receive not less than four (4) hours' pay. Any member who works beyond the mid-shift lunch break shall be paid for his regular shift unless the employee leaves on his own accord. Any member requested to report for work after the shift has commenced and who completes the regular shift shall be paid for his full regular day.

9:02 Any member who has completed one shift and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates.

## **ARTICLE 10: PAYMENT OF WAGES**

10:01 The Company shall, on each alternate Friday, wherever possible, pay to their employees, all wages and salaries due to them up to a day not more than five (5) days prior to the day of payment. Each pay **advice** will include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay, and individual deductions. **Payment is to be made by way of direct deposit to the employee's bank account. Further, if a statutory holiday should fall on Friday, payday will be on the Thursday.**

Employees shall receive vacation pay within seven (7) days prior to the scheduled vacation period unless otherwise agreed between the employee and Employer.

10:02 Employees shall be given all wages and statements as necessary at time of layoff. In the event of termination (i.e. – discharge for cause or an employee quitting), the employee shall receive his wages and statements as necessary at time of termination, or arrangements made to mail the wages and statements not later than three (3) days after time of termination.

## **ARTICLE 11: APPRENTICES**

Not applicable.

## **ARTICLE 12: LEAVE OF ABSENCE**

- 12:01 Union Business: Upon written request by the Union, elected officers and delegates will be granted leave of absence without pay for the purpose of such Union Business, up to a maximum of one from each department.
- 12:02 Members elected to full time Union positions: Upon written request by the Union, the Company agrees that an employee will be given a leave of absence without gain or loss of seniority for such length of time as might be required, up to a maximum of six (6) years.
- 12:03 The Company will grant employees with two (2) years' employment, leave of absence up to a maximum of six (6) months without pay for compassionate reasons or for educational or training or extended vacation purposes, conditional on the following terms:
- (a) The employee shall apply one (1) month in advance in writing.
  - (b) The employee shall disclose the grounds for application.
  - (c) The Company shall grant such leave where the Company deems a bona fide reason is advanced by the applicant, and that the requested leave comes at a time when the applicant can be spared from his job.
  - (d) The Company shall be required to consult with the Union in respect of any application for leave under this Section.
- 12:04 Bereavement Leave – Regular employees who have forty (40) working days or more seniority with the Company will be allowed, in the event of a death of an immediate relative, a leave of absence to attend the funeral or make funeral arrangements. The pay of the employee is to be his regular straight time rate of pay for up to three consecutive days of absence, providing the days of paid absence fall within a period in which the employee was scheduled to work.

Members of the employee's immediate family are defined as the employee's spouse, parents, brothers, sisters, children, parents-in-law, son/daughter-in-law, step-children, step-parents, grandparents, grandchildren, common law spouse, and parents of common law spouse. (Common law defined as one year.

Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacation and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.

- 12.05 Jury Duty – Any regular full time employee who is required to perform jury duty, crown witness duty or coroner’s witness duty on a day on which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty, crown witness, or coroner’s witness and his regular straight time hourly rate of pay for his regularly scheduled hours of work. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than three hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hours normally worked less pay received for jury duty. The employee will be required to furnish proof of jury, crown witness, or coroner’s witness pay received. Hours paid for jury duty, crown witness, or coroner’s witness service will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- 12.06 Employees are eligible for unpaid leave of absence in their or family affairs involving:
- (i) Medical/Dental attention for themselves or their families (for regular scheduled appointments three (3) days’ notice required.)
  - (ii) Imminent damage to the employee’s domicile which threatens extensive property damage or survival of the family.
  - (iii) Birth of an employee’s child.

### **ARTICLE 13: SENIORITY**

- 13:01 The Employer recognizes the principle of seniority after eighty (80) working days of employment. It is understood that the eighty (80) working days will be accumulated within a period of twelve (12) months from the first day of hire. It is further understood that seniority will be determined by the longest service with the Employer from the first day of work.
- 13:02 An up-to-date seniority list will be supplied and posted by the Employer on the company notice board once every twelve (12) months and at time of layoff.
- 13.03 Lay-off: For the prevention of grievances arising over planned production lay-offs where seniority is concerned, the Foreman or Superintendent shall notify the Shop Steward prior to the lay-off, the names of those to be laid off.

Employees shall be laid off in reverse order to the order their names appear on the seniority list, if they possess the necessary skills and qualifications to do the available work.

A Steward or Union official may submit a bid or bump on a position for an absent employee.

If an employee has the necessary seniority and qualifications to fill another position, and is laid off from the employee's own position the employee shall be able to bump into the other position wherein the employee's seniority and qualifications entitlement would allow.

The Company will post a list of the positions and the names of the employees required to fill them, following a lay-off notice. Employees will have two (2) working days from the date of posting to bump into one or more of the positions on the list.

The Company will then post an amended list of positions and employees. Any employee displaced by bumping may, within two (2) working days of the posting, be eligible to bump into the amended list providing the employee's seniority and qualifications would allow entitlement to the job.

If the Company issues lay-off notices, then rescinds within a week of issue and within seven (7) days of rescinding – reissue the same lay-off notice – the company can rely on the initial bump procedure.

An employee who has successfully bumped into another position shall return in order of seniority to the employee's previously held position, if a vacancy should occur within twenty-four (24) months of when such bump took place. If no vacancy occurs within the above twenty-four (24) month period, this employee can only return through the posting procedure.

The required written notice or compensation for lay-off Year of employment in which employee is terminated.

<b>Years of Employment</b>	<b>Notice Entitlement</b>
Year 1 (0-3 months less a day)	0 week
Year 1 (3-12 months less a day)	1 week
Year 2 (12-24 months less a day)	2 weeks
Year 3 (24-36 months less a day)	2 weeks
Year 4 (36-48 months less a day)	3 weeks
Year 5 (48-60 months less a day)	4 weeks
Year 6 (60-72 months less a day)	5 weeks
Year 7 (72-84 months less a day)	6 weeks
Year 8 (84-96 months less a day)	7 weeks
Year 9 to termination (96 months or more)	8 weeks

Vacation time or medical leave will not be included for the calculation of the above required notice for lay-off.

If a laid off employee does not receive the required written notice of lay-off then an employee can request:

- (1) to remain on the recall list for up to one (1) year, or

(2) receive pay in lieu of notice pursuant to the above chart.

An employee on recall may accept pay in lieu of notice anytime within one (1) year of the date of lay-off. If an employee on lay-off opts for pay in lieu of notice then the employee is deemed to have abandoned any recall or seniority rights. If an employee on lay-off for one (1) year has not been recalled to employment by the Employer, the employee will receive pay in lieu of notice and will lose all seniority and recall rights.

If an employee accepts employment under the right of recall then the right of pay in lieu of notice is deemed abandoned.

“Pay in lieu of notice” means for each week an employee is entitled to a weeks’ pay. The amount is obtained by totaling the employee’s hourly wage rate times 40 hours. In addition, if the employee does not immediately opt to receive pay in lieu of notice on lay-off then interest will be included on monies owed. Interest will be calculated at 2% below the prime lending rate on the first day of each three-month period beginning October 1<sup>st</sup>, January 1<sup>st</sup>, April 1<sup>st</sup>, and July 1<sup>st</sup>.

Long-term layoff notice would have an effect for a twelve (12) month period from date of layoff before reissuing a new long term layoff notice.

A member’s seniority is calculated from date of hire.

After the initial long-term layoff notice has been issued and the member has been subject to layoff, if recalled that member’s layoff notice would be one (1) week.

Layoffs shall take place on Fridays.

It is understood and agreed that the procedures outlined above are equal or better than the law.

13:04 Re-hiring: Employees who have been laid off will be recalled to work in the order in which their names appear on the seniority list, providing they are available and have the necessary skills and qualifications. The Employer shall maintain an address file on his employees and it shall be the employee’s responsibility to notify his Employer in writing of any change of address, together with a telephone number at which he may be contacted.

No new employee will be hired until employees on the recall list, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.

Employees who have been laid off and who have been notified of the plant vacancy must respond to the Employer’s notification of re-hiring within forty-

eight (48) hours (excluding Saturday, Sunday and statutory holidays) of such notification. It shall not be violation of this Agreement if the Employer fails to adhere to the strict principles of seniority when a laid off employee fails to respond to the Employer's notification of plant vacancy within the time limits prescribed.

An employee shall report for work on re-hire as provided in this Article by forty-eight (48) hours, following acceptance of the re-hire.

Should an employee fail to report for work within the designated period and having no reasonable excuse for his failure, he shall forfeit all his seniority rights.

13:05 It is understood between the Employer and the Union that seniority during lay-off or leave of absence will be retained on the following basis:

- (a) Employees with seniority shall retain their seniority for a period equal to one year.
- (b) Employees on compensation, sickness, or disability due to accident, for such time as it may take to recover health up to a maximum of two (2) years. The Employer shall have the right to require a certificate from a qualified medical practitioner.

13:06

- (a) The Employer agrees to post all opportunities for promotion to a higher classification and to other departments. Such promotions to a higher classification or another department shall be done on the basis of seniority and the ability to do the job. Such postings will be made for five (5) continuous days on the bulletin board. The Union agrees that should an employee not be able to do the job, he will go back to his previous position.
- (b) This clause shall not apply to temporary replacement of two (2) weeks or less, or to temporary replacement of longer duration for employees on vacation or disability, but in filling all other vacancies senior employees will be given preference in accordance with Article 13:01.

13:07 Dual Seniority

- (1) An employee who in accordance with the terms of this agreement is both a Truss Employee and a Wall Employee shall be defined as a Specialist Production Worker.
- (2) An employee is to be defined to be a Truss Employee and a Wall employee for the purpose of this clause if the employee has worked a minimum of forty (40) consecutive days in each division and if the foreman has provided a written statement specifying that performance level was satisfactory.

- (3) In the event of layoff in the Truss Division, only laid off employees who are Specialist Production Workers may, subject to seniority and availability of work, transfer into the Wall Division.
- (4) In the event of layoff in the Wall Division, only laid off employees who are Specialist Production Workers may, subject to seniority and availability of work, transfer to the Truss Division.
- (5) In the event of a transfer as contemplated by paragraph 3 or 4 hereof, the rights of a Specialist Production worker to transfer into the other Division will be subject to seniority and skills and qualifications, and only senior skilled and qualified Specialist Production Workers shall be entitled to displace existing employees in the Division into which they are transferring.
- (6) Only Truss employees and Specialist Production Workers shall be considered to possess the necessary skills and qualifications to do the available work in the Truss Division, and only Wall Employees and Specialist Production Workers shall be considered to possess the necessary skills and qualifications to do the available work in the Wall Division.
- (7) In the event that there are workers laid off from either Division and the Employer requires additional new employees in the other division, the Employer shall subject to skill, qualifications, and work record, give preference of employment to the laid off workers. It shall be the responsibility of the laid off workers to apprise himself of the availability of such additional new positions.
- (8) All Employees must work a minimum of 120 hours per calendar year in each division in order to maintain their designation as a Specialist Production Worker. It shall be the responsibility of the Employer to schedule the required 120 minimum hours. The schedule will be at the discretion of the Employer but no Specialist Production Worker will lose their designation if the Employer fails to offer the minimum 120 hours of work in each division.

#### **ARTICLE 14: VACATIONS WITH PAY**

- 14:01 Vacations for employees shall be paid at the rate of four and one-half percent (4 ½) of their gross earnings, based from the starting day of their employment.
- 14:02 Employees having three (3) or more years of service with the Company shall receive an additional two percent (2%) of their gross earnings to provide for a third week's vacation with pay. This amount to be computed from the employee's first day of the start of the third year. A vacation list shall be provided and posted on the notice board so that employees may choose their time of

vacation. Vacations provided for in 14:01 and 14:02 may be taken consecutively by mutual agreement of the Employer and employee, seniority in each department to be the deciding factor. All vacations to which the employees are entitled must be taken **following the calendar year that they are earned.**

In the case of an employee having completed three (3) or more years being laid off, discharged, or quitting, the vacation pay shall be six and one-half percent (6 ½%) of the employee's gross earnings.

- 14:03 Employees having nine (9) or more years of service with the Employer shall receive an additional two percent (2%) of gross earnings to provide for a fourth week's vacation with pay. This amount to be computed from the employee's first day of the start of the ninth year. The fourth additional week shall be taken at the discretion of the Employer.

In the case of an employee having completed nine (9) or more years of service being laid off, discharged, or quitting, the vacation pay shall be eight and one-half percent (8 ½%) of the employee's gross earnings.

- 14:04 Employees having fifteen (15) or more years of service with the Company shall receive an additional two percent (2%) of gross earnings to provide for a fifth week's vacation with pay. This amount to be computed from the employee's first day of the start of the fifteenth year. The fifth additional week shall be taken at the discretion of the Employer.

In the case of an employee having completed fifteen (15) or more years of service being laid off, discharged, or quitting, the vacation pay shall be ten and one-half percent (10 ½%) of the employee's gross earnings.

- 14:05 The following shall be considered as days actually worked for determining vacations with pay for an employee after one continuous year of employment:

(a) Absence on Worker's Compensation up to a period of one year, provided that the employee returns to his employment.

(b) Absence due to illness up to a period of one year, provided that the employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.

- 14:06 An employee on duly approved leave of absence will when he returns, be credited with the time worked prior to the said leave of absence.

- 14:07 An employee laid off will, when he returns within twelve (12) months of lay-off, be credited with the time worked prior to lay-off.

- 14:08 Vacation pay shall be accrued by the Employer and shall be paid to the employee at the time he takes his vacation. Vacation pay shall be paid on the

regular scheduled pay cheque prior to the vacation. Employees shall notify the payroll department at least two (2) weeks prior to the pay day that the vacation is being requested.

## **ARTICLE 15: STATUTORY HOLIDAYS**

- 15:01 All employees covered by this Agreement who have been employed with the Company one month or more shall receive eleven (11) paid statutory holidays per year, and shall receive a day's pay at their regular rate of pay on the pay-day following the statutory holiday. Employees who have been employed less than one month shall receive an amount equal to four point four percent (4.4%) of their gross wages.
- 15:02 The eleven (11) statutory holidays shall be: New Year's Day, Good Friday, Easter Monday, Canada Day, First Monday in August, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and Victoria Day.
- 15:03 When a statutory holiday falls on a Saturday or a Sunday, the Employer shall designate that either Friday or Monday be observed.
- 15:04 In the event of an employee who has one year or less of service with the Company being laid off, he shall receive four point four percent (4.4%) of his gross wages, minus the amount previously paid for statutory holidays.
- 15:05 In the event that the Provincial or Federal Governments shall declare an additional statutory holiday, the statutory holiday pay shall then be four point eight percent (4.8%) of gross wages.

## **ARTICLE 16: HEALTH AND WELFARE**

- 16:01 The Company will pay to the Millworkers' Health and Welfare Trust Fund contributions per hour as decided by the Union from time to time for each hour worked for each employee covered by this Agreement. Such contributions are due and payable on or before the 15<sup>th</sup> day of the calendar month following the month in which the obligation arose.
- 16:02 The Union will, where a majority of the employees in a shop so agree, allow the Company, under another plan, to provide identical or better coverage than that provided by the Millworkers' Health and Welfare Trust Fund. The Union agrees that it will not request a change of the insurance carrier during the term of this agreement.

Coverage shall also include:

- (1) Life Insurance for each employee – \$35,000.00.

- (2) Life Insurance for Spouse – \$7,500.00.
- (3) Life Insurance for each dependant child – \$3,000.00.
- (4) Dental coverage – \$1,000.00 per family member per year. This coverage to include orthodontics. Dental checkups are limited to one (1) checkup per family member per year.
- (5) Optical Plan – One (1) pair of eye glasses **every two years** per family member if necessary, it being understood that a prescription from a qualified eye doctor would be required. With limit of \$300.00 for each pair of glasses.
- (6) Weekly Indemnity - \$400.00 per week payable from the first day of **disability due to injury or hospitalization or the eighth day of disability due to illness. Weekly indemnity benefits will be paid for a period of not more than 17 weeks for each period of disability.** Weekly indemnity will be increased by an amount equivalent to any increase in UIC benefits.
- (7) **Long Term Disability – 66 2/3% of the Employee’s pre-disability earnings to a maximum benefit of \$2,500 per month for a period of not more than 24 months. Long term disability begins after the weekly indemnity coverage of 17 weeks.**

The cost of such an alternate plan shall be borne in full by the Employer.

16:03 In the event a plan other than the Millworkers’ Health and Welfare Plan is used, the Employer shall provide continued coverage to the end of the month for Employees with eighty (80) days to two (2) years service with the Employer. Employees with two (2) to five (5) years service with the Employer shall be provided with two (2) months continued coverage. Employees with more than five (5) years service with the Employer shall be provided with four (4) months continued coverage. The above shall become effective for those who are laid off, and shall commence from the date of termination. Employees who quit shall be covered until the end of the month in which they quit. Employees must work a minimum of eighty (80) days since a previous layoff in order to qualify for continued coverage as above. Employees with seniority at March 1, 2000 as per attached shall be provided with continued coverage as per 16:03 of the Collective Agreement dated March 1, 1996. Entitlement to coverage as per the Collective Agreement dated March 1, 1996 shall not be affected by loss of seniority at any time.

**During layoff if any employee accepts employment where money or benefits in kind are paid in exchange for service from any employer in direct competition with Pacific Builders Supplies, the Employee’s benefit coverage shall cease immediately.**

16:04 Health and Welfare: It is understood and agreed between the Employer and the Union that the Employer will maintain the extended Health and Welfare coverage to which an employee is entitled under Clause 16:03 of this agreement regardless of a strike or labour dispute.

## **ARTICLE 17: PENSION CLAUSE**

17:01 The parties agree that **\$0.91** per hour worked per employee will be paid to a pension plan effective July 1, **1998**. **On May 1, 2003 the Employer agrees to pay \$1.01 per hour worked per employee to a pension plan.**

## **ARTICLE 18: TECHNOLOGICAL CHANGE**

18:01 The Company shall notify the Union not less than three (3) months in advance of intent to institute changes in working methods or facilities which would involve the discharge or laying off of employees.

18:02 When a new position has been created because of mechanization, technological change, or automation, and an employee whose job was discontinued is offered the new position and refuses Clause 18:03 and 18:04 shall not apply.

18:03 Rate adjustment: An employee who is set back to a lower paid job because of mechanization, technological change, or automation will receive the rate of his regular job at the time of the setback for a period of three (3) months, and for a further period of three (3) months, he will be paid an adjusted rate which will be midway between the rate of this regular job at the time of the setback and the rate of his new regular job. At the end of this six (6) month period, the rate of his new regular job will apply. However, such employee will have the option of terminating his employment and accepting severance pay as outlined in 18:04 below, providing he exercises this option within the above referred to six-month period.

18:04 Severance Pay: Employees discharged or laid off because of mechanization, technological change, or automation shall be entitled to severance pay of one week's pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) week's pay.

18:05 Plant Closure: In the event of a Plant Closure, the Employer will give notice to all employees and the Union not less than three (3) months of such closure.

Plant Closure will be defined as a termination of 80% of the bargaining unit employees.

In the event that the three (3) month notice is not given, the Employer will pay severance pay equal to one week of pay at the regular rate, plus benefits for

each year of service and thereafter in increments of completed months of service with the Employer.

## **ARTICLE 19: GENERAL CONDITIONS**

- 19:01 There shall be two (2) fifteen (15) minute rest periods each day, one in the forenoon and one in the afternoon. The rest periods are to be paid for by the Company.
- 19:02 Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Company.
- 19:03 Adequate and separate rest room facilities for both male and female employees will be provided in all buildings and maintained in a clean condition by the Company.
- 19:04 Five (5) minutes pick-up, close-up, and wash-up time will be allowed prior to quitting time.
- 19:05 No workman will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interest of the Union. At no time will he transport goods manufactured by the Company with his own vehicle.
- 19:06
- (a) The following items will be supplied by the Employer: two (2) pairs of gloves per year, one (1) hammer, and one (1) tape per year, hard hats where required. If a tape or hammer has been worn out or broken, it will be replaced or repaired upon return of the damaged tool.
  - (b) The following will be supplied by the Employer to employees who have completed one (1) year's employment: one (1) pair of work boots to a value of \$90.00 or one (1) pair of coveralls to a value of \$90.00.
- 19:07 If an employee handles several jobs as part of his regular duty, then that employee will receive the rate of pay of this top classification within that assignment. In no event shall an employee be required to work at a lower scale of wages when temporarily working on an operation coming under the lower wage bracket. He shall not be required to take less than his regular scale of wages; and if an employee on a lower wage bracket is required to work on two, three, or more job classifications in excess of one (1) hour during his shift, he shall receive the rate of pay applicable to said classification for the time worked on it.

## **ARTICLE 20: SAFETY CONDITIONS**

- 20:01 It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act; and any refusal on the part of a member to work in contravention of such regulations shall not be deemed to be a breach of the Agreement. Further, no member will be discharged because he fails to work under conditions he has reasonable grounds to believe are unsafe, as set out in the regulations. Any refusal of a member to abide by the Workers' Compensation Board regulations or by plant safety regulations, after being duly warned, will be sufficient cause for dismissal.
- 20:02 A safety committee will be established in accordance with Workers' Compensation Board requirements. The Union Shop Steward will be a member of the Safety Committee. Safety meetings will be held once monthly during working hours and no member of the Committee will suffer deduction in wages for time spent on behalf of the Committee.
- 20:03 An employee unable to work due to a compensable injury shall be paid by the Employer for the full regular shift on the day of the injury.
- 20:04 When the Company requests an employee to write an exam for any First Aid Courses, registration fees and time lost to write the exam shall be paid for by the Employer upon successful completion.
- 20:05 The Union Shop Steward or the Union Safety Committee member will accompany the Workers' Compensation Board Inspector on the plant inspection.

## **ARTICLE 21: UNION LABEL**

- 21:01 It is hereby understood and agreed by the Employer and the Union that an application shall be made for the Union Label to the First General Vice President of the United Brotherhood of Carpenters and Joiners of America. If the application is approved, and the Union Label is issued by the United Brotherhood of Carpenters and Joiners of America to be placed upon the Employer's products, it is understood and agreed that the Label shall remain the property of the United Brotherhood of Carpenters and Joiners of America, and shall be at all times in the possession of a member of the United Brotherhood of Carpenters and Joiners of America; and that said Union Label shall at no time be used in any manner that will be detrimental to the interest and welfare of the members of the United Brotherhood. Use of said Label may be withdrawn from the mill, shop, factory, or manufacturing establishment of the Employer at any time at the discretion of the International Union.

## **ARTICLE 22: GRIEVANCE PROCEDURE**

- 22:01 Any difference arising between the parties bound by this agreement concerning its interpretation, application, or any alleged violation thereof, including any differences arising from the dismissal or suspension of an employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided.
- 22:02 Employees shall be notified in writing of the grounds for discipline or discharge. The Union shall receive a copy.
- 22:03 The employee involved, preferably with the Shop Steward, will first take up the matter with his foreman or supervisor directly in charge of the work. Should the matter not be resolved within five (5) working days, the matter shall be referred within five (5) days as follows:
- 22:04 Failing resolution in 22:03, the Union representatives and the Employer's representatives will discuss and, if possible, settle the matter.
- 22:05 Failing resolution in 22:04 above, within five (5) working days, the grievance shall be set out in writing by the grieving party, and referred to the other party and they shall forthwith confer upon the matter.
- 22:06 Failing resolution in 22:05 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons, as follows:
- 22:07 The party desiring arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.
- 22:08 The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- 22:09 The two (2) arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Ministry of Labour to appoint a third party.
- Failing either party to make an appointment within the prescribed five (5) days then the party failing to appoint their nominee will automatically agree to have the Ministry of Labour appoint a one person Arbitrator.
- 22:10 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of

the parties, and the award of a majority of the Board shall be final and binding upon the parties and they shall carry it out forthwith.

- 22.11 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointments to the Board, and one-half the compensation and expenses of the Chairman and Stenographic and other expenses of the Arbitration Board.

## **ARTICLE 23: WAGE RATES AND CLASSIFICATIONS - HOURLY**

- 23.01 Starting wage will be \$10.80 for all new employees hired after date of ratification. These employees will get a \$0.60 an hour increase every six (6) months until they reach the top rate in the classification. This process will take no longer than **forty-two (42) months**. **If rehired, employees will be paid at their previous rate level.**

### **Employees with less than forty-two months shall be paid the greater of:**

<b><u>1. Starting rate</u></b>	<b><u>\$10.80</u></b>
<b><u>After first 6 months</u></b>	<b><u>\$11.40</u></b>
<b><u>After 12 months</u></b>	<b><u>\$12.00</u></b>
<b><u>After 18 months</u></b>	<b><u>\$12.60</u></b>
<b><u>After 24 months</u></b>	<b><u>\$13.20</u></b>
<b><u>After 30 months</u></b>	<b><u>\$13.80</u></b>
<b><u>After 36 months</u></b>	<b><u>\$14.40</u></b>

### **OR THE FOLLOWING WHICHEVER IS GREATER**

2. **For sawyers, the starting rate of \$10.80 per hour plus \$1.20 per hour for each competency certification they receive for the swing saw, components saw, and jack rafter saw.**

**For pressmen, the starting rate of \$10.80 per hour plus \$0.60 per hour for each competency certification they receive for the c-clamp, jack press, virtec press, wooden bench, mini press, and gantry press.**

**Employees with greater than 42 months shall be paid at the following rates:**

<u>Utility</u>	<u>\$15.71</u>
<u>Sawman, pressman</u>	<u>\$17.08</u>
<u>Lead hand</u>	<u>\$17.63</u>
<u>Foreman</u>	<u>\$18.24</u>
<u>First Aid: Level III</u>	<u>\$0.65/hour</u>
<u>Level II</u>	<u>\$0.55/hour</u>
<u>Level 1</u>	<u>\$0.45/hour</u>

To qualify for the above sawman rate the employee must have received competency certification for all three saw stations. To qualify for the above pressman rate the employee must have received competency certification for all six press stations.

The Employer, Shop Steward, Foreman, and Lead Hand shall meet once a year, on or about April 30<sup>th</sup> and determine competency certification levels for employees with less than 42 months seniority. Competency for certification is recognized as complete working knowledge and experience at each station. The aforementioned individuals shall meet if so requested by any one of them at any time during the first six months of employment for the purpose of determining the certification level of an employee with less than six months. Certifications and corresponding pay rates may be withdrawn the first six months of employment.

## ARTICLE 24: DURATION OF AGREEMENT

- 24:01 This Agreement shall be for the period from and including **May 1, 2002 to and including April 30, 2005** and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 24.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the parties shall conclude a renewal or revision of the Agreement, or a new Collective Agreement.

**ARTICLE 25: SAVINGS CLAUSE**

25:01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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