

COLLECTIVE AGREEMENT

BETWEEN

ENCORE COILS

ENCORE COILS LIMITED PARTNERSHIP

AND

TEAMSTERS LOCAL UNION No. 213

January 20, 2005 - January 19, 2008

DON McGill
Secretary-Treasurer

TABLE OF CONTENTS
ENCORE COILS
ENCORE COILS LIMITED PARTNERSHIP

ARTICLE	PAGE
1. BARGAINING AGENCY AND DEFINITION	<u>1</u>
2. DURATION OF AGREEMENT	<u>1</u>
3. UNION SECURITY	<u>2</u>
4. DEDUCTION OF DUES, ETC.	<u>2</u>
5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE	<u>3</u>
6. SHOP STEWARDS	<u>4</u>
7. WORK CLOTHES	<u>5</u>
8. UNION NOTICES	<u>6</u>
9. CONFLICTING AGREEMENT.....	<u>6</u>
10. PROTECTION OF RIGHTS.....	<u>6</u>
11. TRANSFER OF TITLE OR INTEREST.....	<u>7</u>
12. SUB-CONTRACTING.....	<u>7</u>
13. GRIEVANCE PROCEDURE.....	<u>8</u>
14. JOB POSTINGS, ETC.	<u>10</u>
15. PAY DAY AND PAY STATEMENTS	<u>11</u>
16. TECHNOLOGICAL CHANGE.....	<u>12</u>
17. ANNUAL VACATIONS	<u>12</u>
18. GENERAL HOLIDAYS	<u>14</u>
19. SEPARATION OF EMPLOYMENT	<u>15</u>

20.	SENIORITY	15
21.	DAYS AND HOURS OF WORK AND OVERTIME	17
22.	LUNCH AND REST PERIODS	20
23.	COMPENSATION COVERAGE	21
24.	INSPECTION PRIVILEGES	21
25.	SANITARY FACILITIES.....	21
26.	UNION LABEL AND VENDING MACHINES	21
27.	SAVINGS CLAUSE	21
28.	BONDING.....	22
29.	SEVERANCE PAY	22
30.	SAFETY AND HEALTH.....	22
31.	TRUCK MAINTENANCE AND SAFETY.....	23
32.	MANAGEMENT RIGHTS	23
33.	HEALTH AND WELFARE PLAN	24
34.	REGISTERED RETIREMENT SAVINGS PLAN.....	25
35.	MEDICAL EXAMINATIONS.....	25
36.	LOSS OR DAMAGES, ETC.....	26
37.	TRANSPORTATION	26
38.	ARTICLE HEADINGS.....	26
39.	CLASSIFICATION AND WAGE RATES, ETC.....	26
40.	APPENDICES	27
	DATED.....	27
	APPENDIX "A"	28

APPENDIX "B" [29](#)

THIS AGREEMENT entered into this day of , 2005

BETWEEN: **ENCORE COILS**
ENCORE COILS LIMITED PARTNERSHIP
13325 Comber Way,
Surrey, British Columbia;

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees, excluding office staff and salesmen, as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which does not fall into the above exclusions. In the event that any person is taken into employment i.e. performs work of any kind and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, the matter shall be referred to a Board of Arbitration as contained in this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein or who are eligible to become members, except that outside trucking arrangements may be continued only as long as no member of the bargaining unit suffers a reduction in hours of work, or a layoff is caused by the use of such trucks, except in the case of a justified emergency. It is recognized that from time to time persons outside the bargaining unit may perform work normally performed by employees (i.e. in emergencies, or training purposes).

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including January 20, 2005 to and including January 19, 2008 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the date January 19, 2008, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement or a new collective agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Company shall give notice of lockout and such lockout has been implemented, or the parties have concluded a renewal or revision of the Agreement or a new collective agreement.

The operation of Section 50 (2) and (3) of the Labour Relations Code is hereby excluded.

3. UNION SECURITY

(a) The Union recognizes the right of the Employer to hire whoever he chooses, subject to the Seniority Provisions including the Slitter exception contained herein. The Employer will, however, give the Union first opportunity to refer suitable applicants for employment, but will not be bound to hire them. The Company may request the Union Dispatch Office to send applicants prior to being required to fill application forms. The Company will then inform the Union Dispatch hall if these members are hired. The Employer further agrees that he shall not employ in any job coming under this Agreement, any person fully employed by another employer.

(b) The Employer agrees however, that when he does hire new employees that employee shall report to the Union office and fill in the required Union membership cards before commencing actual work or conversely the Employer shall have such new employee report to the Shop Steward within forty-eight (48) hours of commencing employment and fill in the necessary cards which will be provided by the Shop Steward.

All employees shall be required to be a member of the Union as a condition of employment with the Employer.

(c) The Employer shall deduct from each employee an amount equal to the Union's dues and levies, from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable checkoff. i.e.

If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

4. DEDUCTION OF DUES, ETC.

- (a) All employees referred to above will be required to sign authorization for checkoff of Union dues, and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

- (b) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (c) The Employer shall deduct and pay over to the Secretary of the Union, any monthly dues and levies levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer having been given reasonable notice shall allow time off work without pay to any man or woman who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one time.
- (b) Unless otherwise specifically provided, leave of absence wherever referred to in this Agreement shall be without pay.
- (c) An employee serving on a Union committee for discussions with the Company shall be paid for all time lost; provided all requests for time off are reasonable and there are other employees on the job who are able to perform the work of the employee requesting time off. There shall be no more than one (1) employee in the bargaining unit absent at any one time for the purpose of such discussions with the Company.

This provision shall only apply if such discussions are held during an employee's regular work hours.

- (d) During an authorized Leave of Absence, an employee shall maintain and accumulate seniority.
- (e) When an employee suffers an injury whether on the job or not, or suffers any illness preventing them from reporting to work, they will be automatically granted leave of absence without pay until such time as the Doctor notifies the Company that the employee can return to work. Employees returning from an illness or injury will give the Employer as much advance notice as possible.

Leave shall be on the following basis:

Up to five (5) years of service - twelve (12) months;
Five (5) years and over - twenty-four (24) months.

If an employee desires a leave of absence for reasons other than those referred to above, he must obtain permission in writing for the same from the Employer and the Employer will send a copy of same to the Union. However, no legitimate and reasonable request for leave of absence will be denied. The Employer reserves the right to limit the duration of the leave of absence and the number of employees on leave of absence at any one time.

- (f) In any instance where employees accept other employment without consent of Management, when on leave of absence or vacations for any reason, their employment may be terminated, subject to proper proof of same.
- (g) When employees suffer an injury or illness which requires their absence, they shall report the fact to the Employer as soon as possible, prior to actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.
- (h) In the case of death in the immediate family the employee affected shall be granted compassionate Leave of Absence with full pay for three (3) days. The immediate family means - husband, wife, mother, father, brother, sister, children, mother-in-law, father-in-law, step-parents, step-sons and step-daughters.

In the case of death of a sister-in-law or brother-in-law, the employee shall be granted one (1) day leave of absence with full pay on the same conditions as set out above.

However, if the employee normally entitled to one (1) or two (2) days off, can prove to the satisfaction of Management that the burden of making funeral arrangements has fallen upon him, he may receive an additional one (1) day off with full pay.

- (i) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings arising out of his employment, or doctor's examination or driver's tests in connection therewith, shall be paid for at the rate of pay applicable to said employee. Any employee on Jury Duty shall, subject to this provision make himself available for work before or after being required for Jury Duty whenever practicable.
If an employee is subpoenaed as a witness he shall be paid his full wages, provided he pays to the Employer any witness fees he may receive from the Courts.

- (j) When an employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted a leave of absence for a period of up to three (3) months. The term of this leave may be extended by mutual agreement between the parties. Slitter Operators would be required to provide the Company with three (3) months' notice.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Superintendent or Foreman, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.
- (b) The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.
- (c) When the Shop Steward has a grievance to process, he shall first discuss same with the appropriate Foreman and failing to resolve the problem at that stage, he shall request permission of the Foreman to see the Warehouse Superintendent, such permission shall not be withheld.
- (d) The Union will notify the Company within 72 hours of the election of any Steward.

7. WORK CLOTHES

The Employer shall provide each employee, free of charge, on an exchange basis the following:

- (i) Coveralls as currently provided.
- (ii) Hard hats of a suitable type.
- (iii) Gloves of a suitable type.
- (iv) Tapes, calipers and masks on jobs where same is required.
- (v) Employees are entitled to a safety boot allowance up to a maximum of \$140.00 once per calendar year subject to need and inspection. In the case of new employees, they shall report for work wearing proper safety boots. After completion of the probationary period, new employees will be

reimbursed for safety boots. Effective January 19, 1999 the safety boot allowance will be increased to a maximum of \$170.00 once per calendar year.

- (vi) **Vision Care:** The Employer will reimburse an employee up to a maximum of \$175.00 once every two (2) years for irreparable damage done on the job to prescription glasses.
- (vii) Ear muffs where required.
- (viii) The Employer will provide at its expense rain clothing and rubber boots to be made available to those employees who are required to work where no protection from the weather is available. Employees using such rain gear will be responsible as set out in Company regulations.
- (ix) The care of equipment and tools furnished by the Company to individual employees shall be the responsibility of that employee, damage or loss through the employee's carelessness may be subject to disciplinary action. (Such disciplinary action may result in the cost of replacement being borne by the employee.)

8. UNION NOTICES

The Employer agrees to provide a Notice Board for the posting of notices of official Union business. The Employer may request removal of material offensive to the Employer.

The following items may be posted on said Notice Board:

- (1) A copy of this Agreement.
- (2) A valid Seniority list to be revised every six (6) months.
- (3) Copies of the Company's Welfare Plan and Sick Leave Provisions, with details as to when employees are eligible and who to see if they desire to have the coverage the Welfare Plan.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.

Management agrees that before effecting any wage rate other than those set out in this Agreement, that they shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Article Fourteen (14) of this Agreement.

10. PROTECTION OF RIGHTS

- (a) It shall not be a violation of this Agreement and it shall not be cause for discharge if any employee or employees refuse to go through the picket line of a Union, nor shall the exercise of any rights permitted by law be a violation of this Agreement. The Union and its members, individually and collectively, reserve the right to refuse to handle goods from or to any firm or truck which is engaged or involved in any controversy with this or any other Union, and reserve the right to refuse to accept goods from or to make pick-ups from or deliveries to establishments where picket lines, strikes, walkouts, or lockouts exist. This shall not apply to picket or placard lines established as a result of jurisdictional dispute between two (2) or more unions.
- (b) All Union dues and Health and Welfare Plan contributions are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union, a cash bond in any amount, not exceeding Five Thousand Dollars (\$5,000.00). It shall be held by the Union to ensure future compliance with this Section during the term of this Agreement and in addition, upon such default as aforesaid, the employees of the Employer and the Union shall incur no liability in damages or howsoever in the event such employees absent themselves from work or picket the Employer's premises while such default shall continue.

11. TRANSFER OF TITLE OR INTEREST

- (a) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or otherwise disposed of, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any leasing device to a third party to evade this contract.
- (c) The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union prior to the time the Employer

executes the contract of sale, lease or transfer. The Union shall also be informed of the exact nature of the transaction, not including financial details.

In the event the Employer fails to give notice as herein required or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement, for all loss or damages sustained as a result of such failure.

- (d) The Employer shall not require, as a condition of continued employment, that an employee purchase any truck or other vehicular equipment or that any employee purchase or assume any proprietary interest or other obligation in the business.
- (e) In the event that an employee provides a motor vehicle or other mobile equipment for use by the Employer, all reasonable costs, including depreciation, to the said employee in connection therewith while such motor vehicle or other mobile equipment is actually in use on behalf of the Employer, shall be paid by the Employer to the employee in addition to all wages payable hereunder.

12. SUB-CONTRACTING

- (a) During the life of this Agreement, no work will be sub-contracted out which the Employer's facilities and equipment can handle, which would result in the layoff or termination of any employee in the bargaining unit.

The Company agrees that whenever possible, without upsetting plant operations, for relief purposes, proper licensed employees will be entitled to operate Company trucks.

(b) **Re: Outside Contract Maintenance**

Where Encore Coils maintenance staff does not hold the appropriate certification to perform repair and maintenance work upon equipment (example, but not limited to, cranes, forklifts, pressure vessels, etc.), management reserves the right to negate any liability to the Company, and/or its employees, by using outside contractors with appropriate certification to undertake such work. Further, management agrees to inform maintenance staff and/or the Union Shop Steward of all such incidences in advance.

Management agrees to offer Encore Coils maintenance staff the opportunity to receive "on-the-job" training by working with such contractors, provided no added costs (other than direct wage costs at normal and/or overtime rates) are incurred by the Company.

It is management's policy to invest in its staff through mutually beneficial practical and plenary training - this principle is encapsulated in the above statement.

13. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement, or difference of opinion between the Employer, the Union, or the employees covered by this contract, which concerns the interpretation or application of the terms and provisions of this contract shall be considered a grievance and the following procedure will apply.

Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance, shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee their rights under the Provincial Labour Statutes.

- (i) The employee involved shall either by himself or with the Shop Steward, take the matter up with the employee's immediate supervisor. Employees will advise their supervisor if they are leaving their work station to consult with the Shop Steward regarding a grievance.

If the Shop Steward is not available or does not take up the grievance, the employee may phone the Union, and have the Business Agent take up the grievance for him, after the Business Agent discusses it with the Shop Steward if he is involved. The Business Agent will meet with the Company within ten (10) days of being advised of the grievance.

- (ii) If the matter is not resolved by Step (i) the party taking up the grievance shall then put the grievance in writing and send same to the Company Representative within seven (7) working days, and the parties shall meet and attempt to settle the matter after the initial meetings of the Union Representatives and the Warehouse Superintendent, within ten (10) working days of receipt of the notification of grievance.
- (iii) If no solution is concluded by Step (ii), the grievance may be submitted to Arbitration. Notice of Arbitration shall be given within ten (10) working days after the meeting of the Company and Union Representatives.

The Party requesting arbitration must, at the time the written request is made, submit the name(s) of an Arbitrator(s) to the other Party. If the other party disagrees with the suggestions, it may submit the name(s) of another Arbitrator(s). Should the parties fail to select an Arbitrator, application may be made by either Party to the Labour Relations Board to appoint a person to act as an Arbitrator. The decision of the Arbitrator selected will be final and binding upon the Parties.

Notwithstanding the above, if the Parties agree an Arbitration Board shall be chosen to act in the same capacity and having the same powers as the Sole Arbitrator.

The Arbitration Board shall be made up of three (3) persons, one (1) appointed by the Employer and one (1) appointed by the Union; the third member and Chairman to be selected by the appointees of the parties. The party serving notice of Arbitration shall appoint their nominee at the time. The first party appointing a member for the Arbitration Board shall make its appointment within five (5) days of the service of such notice upon it. The decision of a majority of the Arbitration Board shall be the decision of the Board and parties shall be bound thereby.

Should the nominees fail to agree on a Chairman, application may be made by either party to the Labour Relations Board to Appoint an Arbitrator.

No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

- (b) The Arbitrator or Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer, and shall make such

independent investigations as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitrator or Arbitration Board shall be governed by the provisions of this Agreement.

The Arbitrator or Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this contract. All grievances submitted shall present an arbitrable issue under this contract, and shall not depend on or involve an issue or contention by either party which involves the determination of a subject matter not covered by or arising during the term of this contract.

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of a grievance.

The expenses of the Chairman shall be borne equally by the parties to the Arbitration.

- (c) If the Arbitrator or Arbitration Board finds that an employee has been suspended or discharge without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitrator or Arbitration Board finds circumstances which in the opinion of the Arbitrator or Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- (d) Any discharged employee may, within seventy-two (72) hours of his discharge, in writing, require the Employer to give to him the reasons for his discharge, and the Employer will give such reasons to him, in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of an employee only the reasons so set forth, in writing, shall constitute cause.
- (e) If disciplinary notices are to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union. One (1) year from the date of occurrence such notices shall be deleted from the employee's file.

14. JOB POSTINGS, ETC.

- (a) All vacancies for permanent positions over thirty (30) working days and newly classified positions shall be posted showing the rates, for thirty-six (36) hours on the plant bulletin boards. The employee desiring the position must make application in writing within those thirty-six (36) hours. The senior employee

applying for the position shall be given the appointment, within five (5) working days, provided that he has the ability to fill the position. Slitter Operator vacancies will be posted subject to the Slitter Operator Training Programme, as per Appendix "B".

- (b) Employees may apply for as many job postings as come up, however, if he has actually received up to two (2) job changes in less than a twelve (12) month period, or has participated in a training program for any other classification in the previous twelve (12) month period, he shall not be entitled to apply for any further job postings in the balance of the twelve (12) month period.

- (c) Before any new employee is hired to fill any job vacancy above Warehouseman's Classification, an employee then on the payroll shall be given the opportunity to fill such vacancy for a reasonable period of time as follows:
 - 1. If it is a truck driving job, the employee will be road tested by a competent driver (not necessarily an employee of the Company).
 - 2. If it is a job on one of the machines in the Warehouse the employee who has applied successfully for the job shall be given up to a maximum of twenty-five (25) days worked, depending on the type of equipment involved and shall be graded continually after going on the job by the Plant Superintendent. If the machine is the Slitter the twenty-five (25) days will be sixty (60) days. If the employee is found to be unsatisfactory he shall return to his former position or the position he would have occupied (if any) should the former position have been eliminated.
- (d) **Temporary Job Postings** - If the vacancy occurs due to illness, injury, or authorized leave of absence and it is expected to last more than thirty (30) days, such job shall be posted as per Article 14 (a). The position temporarily filled shall revert to the former holder upon his return, providing he is able to perform the duties required for the job. The person who temporarily filled the vacancy would then revert to his former position, or the position he would have occupied (if any) should the former position been eliminated. Slitter vacancies are excluded from temporary postings subject to Slitter Training Programme.
- (e) If the employee is not at work for the following reasons when a job is posted, he may apply for the job, if he does so within three (3) days of his return to work:
 - (1) Vacation.
 - (2) Authorized leave of absence not exceeding fifteen (15) days.
 - (3) Absence resulting from an accident or illness not exceeding thirty (30) days.
 - (4) Absence on Workers' Compensation not exceeding thirty (30) days.
- (6) The Employer agrees to post all back-up positions and any training required shall be continuous.

15. PAY DAY AND PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid every second Friday all wages earned by such employees to

a day not more than four (4) days prior to the day of payment.

- (b) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee. Such statement shall set forth the total hours worked, the total overtime hours worked, the rate of wages applicable and all deductions made from the gross amount of wages. Pay cheque to reflect the amount of vacation time and banked time available.
- (c) It is agreed that employees working on the day shift shall be issued their pay cheques during their normal shift on pay days. Graveyard employees shall be issued their cheques at the end of their shift on pay days. Afternoon shift employees shall receive their cheques during their shift one (1) day prior to pay day.
- (4) The Employer agrees to show on each employee's T-4 slip all Union dues deducted in said year.

16. TECHNOLOGICAL CHANGE

- (a) Technological changes shall be defined to mean the introduction of equipment not previously used within the bargaining unit by the Company, the use of which results in the termination or the laying off of a substantial number of employees.
- (b) If the Employer proposes the introduction of equipment or technological change in his operation requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer; cost of such tests to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test.
- (c) The Employer agrees to give as much notice as possible when new equipment is being introduced.

17. ANNUAL VACATIONS

- (a) Vacations will be allocated to employees in order of seniority based on the following entitlements; (Provided there are employees available to satisfactorily fill the required job functions needed by the Employer).

- (b) Upon completion of one (1) year and up to three (3) years as an employee, employees shall earn two (2) consecutive weeks vacation entitlement with eighty (80) hours pay at the scheduled rate of pay they were receiving at the time of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater. A calendar year shall be twelve (12) months from the date an employee commenced work.
- (c) Employees who have previously completed or when they subsequently complete three (3) years as an employee, and thereafter as an employee, shall earn three (3) weeks vacation entitlement with one hundred and twenty (120) hours pay at the scheduled rate of pay they were receiving at the time of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (d) Employees who have previously completed or when they subsequently complete seven (7) years as an employee and thereafter as an employee, shall earn four (4) weeks vacation entitlement with one hundred and sixty (160) hours pay at the scheduled rate of pay they were receiving at the time of taking their vacation, or eight percent (8%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (e) Employees who have previously completed or when they subsequently complete twelve (12) years as an employee and thereafter as an employee, shall earn five (5) weeks vacation entitlement with two hundred (200) hours pay at the scheduled rate of pay they were receiving at the time of taking their vacation, or ten percent (10%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- (f) Employees who have previously completed or when they subsequently complete eighteen (18) years as an employee and thereafter as an employee shall earn six (6) weeks vacation with two hundred and forty (240) hours pay at the scheduled rate of pay they were receiving at the time of their vacation, or twelve percent (12%) of their annual gross earnings for the calendar year for which they are receiving their vacation, which greater.
- (g) For the purposes of determining a years employment to qualify an employee for vacations and vacation pay, the

parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. If less than fifteen hundred (1500) hours are worked, the percentage only shall apply.

Absence by reason of accident or illness shall be counted as hours worked in the intervening years between an employee's first year and final year of employment for a period not to exceed seven hundred and fifty (750) hours if the employee has less than fifteen hundred (1500) hours of work in that year to qualify for a vacation herein stipulated.

In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.

Fifteen hundred (1500) hours shall constitute a year's service, but no employee will be permitted to accumulate more than one (1) year of service, or any additional fraction thereof in any single calendar year.

- (h) In the event an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation he shall receive four percent (4%) of this gross earnings he received while in the employ of the Employer.
- (i) In the event of an employee leaving the employ of an Employer after he has had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his gross pay for the year in which he ends his employment for which no vacation been paid.
- (j) Prior to an employee going on his vacation the Employer shall furnish the employee with a statement showing the period for which the employee is receiving vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly basis) and shall include all overtime payment, commissions or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
- (k) A holiday list will be posted not later than March 1st each year so that employees in order of seniority, can choose which period they wish to have their vacation, it is to be completed no later than April 1st each year.

All employees eligible for two (2) weeks vacation will be entitled to their vacation between July 1st and August 31st each year. These two (2) weeks shall be consecutive unless an employee wishes to split them.

- (1) Employees entitled to three (3), four (4), five (5), or six (6) weeks vacation will be required to take their 3rd, 4th, 5th, and 6th week outside the restricted holiday period as set out in this paragraph in order of seniority.

Employees entitled to three (3), four (4), five (5), or six (6) weeks vacation shall be entitled to take their vacation in one consecutive stretch providing they take such holidays outside of restricted holiday period.

18. GENERAL HOLIDAYS

- (a) Employees who have completed thirty (30) calendar days of employment within the previous sixty (60) day period shall be entitled to the following General Holidays with eight (8) hours' pay at their rate of pay as set out in Appendix "A":

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

- (b) Employees who are required to work a shift which commences at any time during the General Holiday or a shift which carries over into a General Holiday more than one (1) hour, shall in addition to their regular hourly rate, receive double their hourly rate for all hours worked during that shift (i.e. triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.

Disciplinary action may be taken in instances where employees fail to work the day before or the day after a General Holiday except where permission was previously obtained or the employees had a justifiable reason for being absent.

- (c) Employees who are required to work on a General Holiday will have the option of receiving the additional pay as set out in Article 18 (b) or another day off mutually agreed upon not later than the next General Holiday provided such day is at the beginning or at the end of that work week in which it is taken, such day to be paid at the rate of double time.
- (d) It is agreed that the General Holiday will take place when specified as a legal holiday by the Federal or Provincial Government, or as mutually agreed to by the parties.
- (e) An employee shall be paid for each General Holiday even if it falls on his weekly days off, or on his annual vacation.
- (f) It shall be the responsibility of the Employer that when an employee takes his vacation, and a General Holiday falls during that vacation period, to tell the said employee before he commences his vacation whether he should come back to work on the Monday and be paid at double time for that day, or the Tuesday at straight time. Failure to tell the employee, the said employee shall automatically assume that he is to return on the Tuesday.
- (g) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a General Holiday, then employees shall receive such day off with pay as set out herein in (a) above. If Heritage Day is declared no additional General Holiday will be given.
- (h) Employees will be paid for a General Holiday if they work any time within fifteen (15) days prior to the Holiday occurring.

19. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment

for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- (a) The Employer will every six (6) months supply the Union with a Seniority List setting out the name, classification and date of employment of all employees who have completed the probationary period. Persons employed for vacation relief work only, shall not accumulate seniority. A copy of this list may also be posted on the Bulletin Board as per Article Eight (8).

(b) **Lay-Offs**

Layoffs and re-employment shall be based on seniority, that is the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the necessary qualifications to perform the work available. Employees who have not previously qualified to perform the available work will be given up to five (5) working days to do so excluding Slitter Operator, Truck Driver and Maintenance position. The Company can maintain two (2) fully qualified Slitter Operators, providing Slitting work is available.

All employees who have completed their probationary period who are laid off shall receive three (3) calendar days notice excluding weekends of layoff or twenty-four (24) hours' pay in lieu thereof, except in the case of emergencies beyond the Company's control.

Employees on layoff who are senior to the Maintenance Man shall be offered full days of work, excluding work normally done by the Maintenance Man, if the employee is able to do the work available.

(c) **Probationary Period**

The probationary period shall be forty-five (45) days worked within a six (6) month period. Employees dismissed during this period shall have the right to the Grievance Procedure.

After completion of the probationary period, regular full time employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Company.

- (d) Seniority shall be lost if an employee:

(i) Voluntarily leaves the employ of the Company, or

- (ii) Is discharged for cause, or
- (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
- (iv) Has been out of employment by the Company for the periods of time without leave of absence:

- under one (1) year - six (6) months;
 - one (1) year but less than five (5) years - twelve (12) months;
 - over five (5) years - eighteen (18) months; or

- (v) If absent without leave for three (3) working days without reporting, or reasonable excuse.
- (e) The Company agrees when it is necessary to reduce the number of employees on a shift, senior employees may be given preference over junior and seasonal employees for available work, provided said senior employee can perform the work available.
 - (f) Students hired as temporary help will not accumulate seniority. If a student becomes a permanent employee they will be required to satisfy the probationary period as per Article 20 (c).
 - (g) When an employee is appointed to a Management position with the Company he shall be granted a leave of absence for a period of up to three (3) months. The term of this leave may be extended by mutual agreement between the parties. Should the employee prove to be unsatisfactory then he will have the right to return to the bargaining unit without loss of seniority to the job he previously held.

21. DAYS AND HOURS OF WORK AND OVERTIME

- (a) All employees shall work a four (4) x ten (10) shift schedule Monday to Thursday or Tuesday to Friday (except receiving and day shift warehousemen positions which will remain on a five (5) x eight (8) shift schedule.

Management will notify employees with one (1) weeks' notice if they are required to change from one shift to the other.

The hours of work shall be 7:30 am to 4:30 pm and 6:30 am to 5:00 pm.

- (b) All overtime shall be paid in accordance with the Employment Standards Act.

- (c) Work on Saturday and Sunday will be paid in accordance with the Employment Standards Act.
- (d) Any employee called to work in any emergency after his working day has been completed shall be paid a minimum of three (3) hours pay at the applicable overtime rate.
- (e) When an employee is called to work on one (1) of his days off, he shall receive a minimum of four (4) hours pay at overtime rates, and if called to work on a regular work day, he shall receive a minimum of eight (8) hours' pay at straight time rates.
- (f) When an employee goes on to a higher rated job, than his normal job, for four (4) hours or more, he shall be paid at the higher rate for the full day. If he goes on to such a job for less than four (4) hours, he will only get paid for the actual time worked on that job. Time would include any preparation work or the gathering of materials involved in such job.

An employee's wage rate shall not be lowered when working in a lower paid job on a temporary basis, where the employee is temporarily assigned by the Employer for the Employer's convenience.

- (g) In order that an accurate record of hours worked are kept, the Employer shall install a time clock and time cards. Each employee commencing work for the Employer shall be issued a time card. Said time card shall be punched before commencing work and upon completion of an employee's work, and all time shown thereon be paid as stated above.
- (h) If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked, but continual tardiness will warrant dismissal. If an employee on a classified job reports late for work exceeding thirty (30) minutes without a legitimate reason and there is a rush job waiting to be done which involves this employee, the Employer may put another employee on that job for that day and the employee who is late for work on the job the other employee left.
- (i) When employees are advised to report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do.
- (j) If a second shift is employed, the hours of work shall be seven and one-half (7 ½) hours per shift, for which eight (8) hours will be paid, plus a shift premium. Shift

hours will be 4:00 P.M. to 12:00 A.M., with a designated thirty (30) minute lunch period on Company time.

- (k) If a third shift is employed the hours of work shall be seven (7) hours per shift for which eight (8) hours will be paid plus a shift premium. Shift hours shall be 12:00 A.M. to 7:30 A.M., with a designated thirty (30) minute lunch period on Company time.

(l) **SHIFT PREMIUMS - ON HOURS PAID FOR**

	2nd Shift	3rd Shift
2001	\$0.75	\$0.55

- (m) Where shift work is required by the Employer, shifts must be rotated every two (2) weeks and shall be done in such a manner as to ensure that employees have a minimum of ten (10) consecutive hours free of duty on the changeover.

STOCKTAKING - Employees may waive the ten (10) hour limit at their own discretion in that event double time only will apply. Employees required to report prior to the expiration of ten (10) hours would be paid at four (4) times their hourly rate, for those hours worked within the ten (10) hour period.

- (n) In any changes of shift, employees must have a minimum of ten (10) consecutive hours free from duty. In the event that an employee is recalled to work before a period of ten (10) full hours elapses he shall be paid at overtime rates of double time for all the hours worked prior to the expiration of ten (10) full hours and regular rates of pay for the balance of the shift. Employees shall be permitted to exchange shifts at their own request if convenient to the Company, but will not receive overtime rates.

Shift changes that occur during the week shall be by mutual agreement between the Employer and employee(s) affected, except in the case of unexpected employee absences.

- (o) The Company agrees that if it becomes necessary to work overtime, such overtime will be distributed as equally as possible amongst those employees who normally perform such work. However, any employee who has a legitimate reason or a previous appointment shall have the right to

refuse to work overtime provided a suitable replacement can be found.

If the employee(s) who normally performs the work is unavailable or there is no employee(s) who normally performs the work, then any other employee who is qualified to do the work shall be offered the available overtime based on seniority.

If overtime is required as a result of Maintenance work on a machine, the employee(s) who normally operates that machine shall assist the Maintenance Man if assistance is required. If an employee(s) who normally operates the machine is unavailable, the work shall be offered based on seniority, to the other employees.

If an employee refuses to work overtime, it shall be considered time worked for the purpose of equal distribution.

An employee who is working overtime may do work other than the work intended for a maximum of one (1) hour of the total overtime worked. If the time required to complete the other work is more than a total of one (1) hour, Management shall be notified and the employee(s) who normally performs the other work shall be offered the other work by Management. If the employee(s) who normally performs the work is unavailable, or no employee normally performs the work, then Management shall offer the work to other employees who are qualified based on seniority.

- (p) Employees who do not notify the Employer as soon as possible, that they are unable to be at work at their designated start time, will not be guaranteed eight (8) hours work and will only work those hours that they are required by Management for that shift.

(q) **Banked Overtime**

Effective the commencement of the first pay period following execution of the Collective Agreement, regular full-time employees may elect to have any overtime hours worked banked to a maximum of eighty (80) straight time hours per calendar year for use in the future as time off with pay. Any time banked in excess of forty (40) hours can only be taken during slack time. Banked time shall be taken according to the following terms and conditions:

- (i) Once an employee has elected to bank overtime hours the employee shall not be permitted to opt out of

the banked overtime election until six months have expired.

If, after the expiration of six months, an employee opts out of the banked overtime election the employee shall not be permitted to again opt in to the banked overtime election until a further six months have expired.

- (ii) If an employee elects to bank overtime, the employee shall receive no pay for the overtime hours worked but shall receive credit for those hours at the applicable overtime rate. For clarification, each hour worked at the double time rate would result in a credit of two hours of banked time.
- (iii) All overtime banked must be taken as time off in the contract year in which it is banked.
- (iv) Banked overtime hours must be taken off in consecutive eights (8) hours periods, balances of banked overtime less than eight (8) hours must remain banked until at least another eight (8) hours is available. If, however, at the end of the contract year, an employee has less than eight (8) hours banked whatever period of time remaining in the bank may be taken as time off and may not be carried over into the next contract year.
- (v) Time off for overtime hours must be requested by the employee in advance and may only be taken at a time mutually convenient to the Employer and the employee.

22. LUNCH AND REST PERIODS

- (a) No employee shall be worked longer than five (5) hours without a half ($\frac{1}{2}$) hour off for the purpose of eating a meal, and all employees shall be given a five (5) minute wash-up period prior to the lunch period. This shall be exclusive of rest breaks which must be given as follows:

Lunch periods may be advanced or delayed up to one-half ($\frac{1}{2}$) hour when necessary.

- (b) Each employee shall receive a fifteen (15) minute break in each half of their daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ($\frac{1}{2}$) hours from the commencement of each half of an employee's work shift, nor any later than two and one-half ($2 \frac{1}{2}$)

hours from each half of an employee's shift. The lunchroom shall be large enough and have adequate seating for all employees.

- (c) When overtime is required and it is to last one (1) hour or more, employee shall receive a paid ten (10) minute break immediately prior to the commencement of overtime or within the first half ($\frac{1}{2}$) hour after the end of their regular shift.

Employees who work more than two (2) hours will receive a meal allowance of ten dollars (\$10.00) and be paid at straight time rate while eating such meal. The meal break will be one-half ($\frac{1}{2}$) hour.

Where the overtime extends beyond four (4) hours the following will occur: After four (4) hours of overtime a rest break will occur. After six (6) hours of overtime, a meal break will occur. This pattern will continue for the duration of the overtime period.

23. COMPENSATION COVERAGE

- (a) When an employee is injured at work and goes on Compensation, they shall when the Compensation Board signifies that the employee may go to work, be returned to the payroll at their previous job and rate of pay for a period of one (1) week to see if they are able to do the job they held at the time of injury. This one (1) week period will be waived in instances where the Workers' Compensation Board, the employee, the Union and the Company through prior agreement are attempting to relocate the employee in a more suitable classification.
- (b) If, after that time, it is proven to the Employer, the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do.

If this is impractical, then the employee shall be entitled to one (1) week's notice. This section is subject to the Grievance Procedure.

24. INSPECTION PRIVILEGES

Authorized Agents of Local 213 shall not be refused reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to providing such Agents request permission of the Employer prior to entering the premises and do not interfere with production.

25. SANITARY FACILITIES

The Employer agrees to maintain clean, sanitary washrooms having running water and with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities. The Employer further agrees to install a water cooler for the employees' lunch room.

26. UNION LABEL AND VENDING MACHINES

The Employer agrees that in the event the Employer installs vending machines of any type in his establishment, for the accommodation of the employees or customers, that the machine or machines shall bear the "Teamsters Union" Service Label, and the products contained therein shall be delivered by members of the Teamsters Union, provided it is available and competitive. The Employer further agrees to install a water cooler in the employees' lunch room.

27. SAVINGS CLAUSE

- (a) If any Article or Section of this contract should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, 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 procedure as outlined in Article 13 herein.

28. BONDING

If, at any time, the Employer requires any employee to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer, provided the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

29. SEVERANCE PAY

When the employment of an employee who has two (2) or more years with the Employer is terminated due to Technological Change, sale or closure of the business, such employees will be compensated by the payment of one (1) week's pay for each year of service. Employees may defer taking severance pay for up to six (6) months, however upon an employee accepting severance pay, he automatically cancels seniority with the Company. Employees hired after January 20, 1984 with two (2) or more years service with the Employer, shall receive one (1) week's pay for each year of service to a maximum of twelve (12) weeks pay.

30. SAFETY AND HEALTH

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of

- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) No drivers shall be asked or required to service or maintain trucks or equipment his shall not cover the driver's responsibility in checking his truck for oil and gas or to see it is in proper operating condition, nor in driving his vehicle to the proper place of maintenance and parking. This shall not apply to changing of flat tires when away from the plant.
- (d) A form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy.
- (e) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (f) If a driver is charged improperly for a violation of traffic laws and is found not guilty in Court, the Employer shall pay that employee' legal fees and loss of wages. However, if the employee is found guilty he shall pay his own legal fees and not be entitled to lost wages.

32. MANAGEMENT RIGHTS

It is expressly understood that all rights not specifically covered by this Agreement shall remain the rights of the Company and nothing in this Agreement shall be construed as limiting the regular and usual rights of the Company, subject to the Grievance Procedure.

33. HEALTH AND WELFARE PLAN

- (a) The Employer shall provide a Health and Welfare Plan as outlined in the Encore Coils Employee Program Booklet and Short Term Disability Plan for all employees and eligible dependents coming under the jurisdiction of this Agreement. The Plan shall be compulsory for all members. Booklets to be provided to all employees.
 - 1. Any member of the Union who is in the employ of the Employer on the effective date of the Health and Welfare Plan, shall join the Plan from that date.
 - 2. Any member of the Union who is hired by the Employer after the effective date of the Health and Welfare Plan, shall join the Plan on the first (let) day of the month immediately following the month in which the employee is employed.
- (2) The Medical Services Plan coverage for members and their eligible dependents.
- (3) The cost of the Plan shall be paid entirely by the Employer, excepting the Long Term Disability premiums which shall be paid by the employee.
- (4) In lieu of the Sick Days, the Employer agrees to establish a Sick Leave Savings Plan along the following lines:
 - 1. The Employer shall in the name of each employee covered by this Agreement pay into the same account as the employee's current pay is deposited an amount equal to three point six percent (3.6%) less applicable taxes of each employee's gross straight time earnings on a guaranteed forty (40) hour week, excluding employees on:
 - (i) Leave of Absence;
 - (ii) Weekly Indemnity;
 - (iii) Long Term Disability;
 - (iv) Layoff;
 - (v) Compensation.
 - 2. These monies will be deposited on each pay day in the named bank no later than five (5) working days after the pay period for which the employee is being paid.
 - 3. Employees who are off sick may use this fund to pay themselves sick leave, or for any other purpose,

including leaving it in the account to accumulate, this is the limit of the Company's obligations.

4. The employee shall be responsible for furnishing the Company with a doctor's certificate or satisfying the personnel department regarding absence due to sickness or other just cause.

(e) In the event of a layoff, Welfare Plan coverage shall continue for two (2) months following the month in which the employee who was laid off.

34. REGISTERED RETIREMENT SAVINGS PLAN

The Employer shall make a RRSP contribution which shall be matched by the employee as follows:

Effective January 20th, 2003 Employer to pay \$1.75 per hour and employee fifty percent (50%) of Employer contribution based on hours paid with the exception of the following:

1. Weekly Indemnity
2. Long Term Disability
3. Compensation
4. Sick Pay Benefit.

35. MEDICAL EXAMINATIONS

(a) Any medical examination requested by the Company shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examination. The Company reserves the right to select their own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Company, the following conditions shall apply:

1. If an employee takes a medical examination during his normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination.
2. In all cases, employees shall be supplied a copy of the medical report.

(b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed.

1. The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with the said findings, the employee at his own expense, shall have the right to be examined by his personal physician.
2. Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
3. The findings of the consultant shall be final and binding on all parties.
4. The remuneration of the consultant shall be borne equally by the Employer and the Union.
5. Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

36. LOSS OR DAMAGES, ETC.

No member of the Union while operating a vehicle on Company business shall be required by deduction of salary or otherwise, to reimburse the Employer for damages to vehicles or property, or any loss of equipment or goods through thievery.

Provided that if the said damage to vehicles or property or loss of equipment or goods through thievery be due to the negligent or deliberate act of the employee, this shall be a just cause for dismissal. This Article is subject to the Grievance Procedure.

37. TRANSPORTATION

Employees shall not use personal vehicles on Company business, except where employees travel directly from home to courses or seminars as authorized by the Employer.

38. ARTICLE HEADINGS

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

39. CLASSIFICATION AND WAGE RATES, ETC.

- (a) The classifications and scheduled wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached.
- (b) When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.

APPENDIX "A"

WAGES

CLASSIFICATIONS	EFFECTIVE	EFFECTIVE	EFFECTIVE
	APR 19/05 20/06	JAN JAN 20/07	JAN 20/07
Maintenance	\$26.33	26.59	27.12
Slitter Operator	23.53	23.77	24.25
Crane Operator (Receiver)	23.10	23.33	23.80
Cut To Length Operator	23.31	23.54	24.01
Warehouseman (Shipper)	23.10	23.33	23.80
Shear Operator	23.10	23.33	23.80
Banding Line	23.10	23.33	23.80
Truck Driver - Trailer	23.60	23.84	24.32
- Flat	23.17	23.40	23.87
Warehouseman	22.77	23.00	23.46
Helpers	21.45	21.66	22.09

The Helper Classification will operate as a training position for the Warehouseman Classification. The Helper will be upgraded to Warehouseman after six (6) months at the Helper Classification.

Broken tools will be replaced by the Company.

APPENDIX "B"

It is agreed by and between the parties that excluding the "training program" when any untrained employee is posted to Slitter Operator the following rates will apply:

1st 30 days - at \$0.30 per hour less than full Slitter Operator rate.

After 30 days - at full Slitter Operator rate.